

Prepared By:

SUZANNE CHAMBERS  
520 WEST ERIE-SUITE 240  
CHICAGO, ILLINOIS 60610

and When Recorded Mail To

CHICAGO FINANCIAL SERVICES, INC.  
520 WEST ERIE-SUITE 240  
CHICAGO  
ILLINOIS 60610

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Assignment of Real Estate Mortgage

LOAN NO.: 7810034178

FOR VALUE RECEIVED the undersigned hereby grants, assigns and transfers to  
FIRSTSTAR HOME MORTGAGE CORPORATION

808 SOUTH 80TH STREET  
WEST ALLIS, WISCONSIN 53214

all the rights, title and interest of undersigned in and to that certain Real Estate Mortgage dated NOVEMBER 12, 1997  
executed by GEOFFREY L. KERN, AS TRUSTEE OF THE GEOFFREY L. KERN LIVING TRUST  
DATED MAY 14, 1997, AS TO AN UNDIVIDED ONE-HALF INTEREST; AND REBECCA L. BOHN,  
to CHICAGO FINANCIAL SERVICES, INC. AS TRUSTEE OF THE REBECCA BOHN LIVING TRUST DATED  
a corporation organized under the laws of THE STATE OF ILLINOIS MAY 14, 1997, AS TO AN UNDIVIDED  
and whose principal place of business is 520 WEST ERIE-SUITE 240 ONE-HALF INTEREST  
CHICAGO, ILLINOIS 60610

and recorded in Book/Volume No.

No. COOK

County Records, State of  
(See Reverse for Legal Description)

97868541 as Document described

hereinafter as follows:  
Commonly known as 1483 WEST SCHOOL, CHICAGO, ILLINOIS 60617

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest,  
and all rights accrued or to accrue under said Real Estate Mortgage.

STATE OF ILLINOIS  
COUNTY OF COOK

CHICAGO FINANCIAL SERVICES, INC.

On NOVEMBER 17, 1997 before  
(Date of Execution)

me, the undersigned a Notary Public in and for said  
County and State, personally appeared

*Philip Brillhart*  
known to me to be the President

and  
known to me to be  
of the corporation herein which executed the within  
instrument, that the seal affixed to said instrument is the  
corporate seal of said corporation; that said instrument  
was signed and sealed on behalf of said corporation  
pursuant to its by-laws or a resolution of its Board of  
Directors and that he/she acknowledges said instrument to  
be the free act and deed of said corporation.

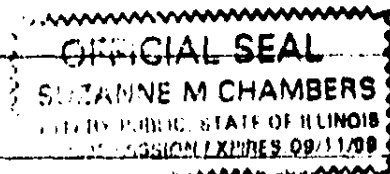
Notary Public *Suzanne Chambers*

My Commission Expires *1/1/99* Cook County,

By: *Philip Brillhart*  
Its: President

By:  
Its:

Witness:



(THIS AREA FOR OFFICIAL NOTARIAL SEAL)

DPS 049

14-20-325-003-0000

Property of Cook County Clerk's Office

LOT 27 IN ALBERT WISNERS SUBDIVISION OF THE SOUTHEAST 1/4 OF THE  
SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
RIDER - LEGAL DESCRIPTION

# 1-4 FAMILY RIDER

## Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 12<sup>TH</sup> day of NOVEMBER, 1997, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

CHICAGO FINANCIAL SERVICES, INC.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:  
1453 WEST SCHOOL, CHICAGO, ILLINOIS 60657

[Property Address]

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property".

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 18 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

UNDIVIDED ONE-HALF INTEREST  
Borrower MAY 14, 1997, AS TO AN  
BOHN LIVING TRUST DATED  
TRUSTEE OF THE REBECCA L.  
Borrower REBECCA L. BOHN, AS  
(Seal)

UNDIVIDED ONE-HALF INTEREST;  
Borrower MAY 14, 1997, AS TO AN  
KERN LIVING TRUST DATED  
TRUSTEE OF THE GEOFFREY T.  
Borrower GEOFFREY T. KERN, AS  
(Seal)

*Rebecca L. Bohn as trustee*  
(Seal)

*Geoffrey T. Kern as trustee*  
(Seal)

Family Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4

remedies permitted by the Security Instrument. which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the

1. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument. Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph. If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph. If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7. Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the insolvency of the Property as security.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 2 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph (c), the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

INTER VIVOS REVOCABLE TRUST RIDER

DEFINITIONS USED IN THIS RIDER.

(A) "Revocable Trust." The \_\_\_\_\_ Trust created under trust instrument dated \_\_\_\_\_, for the benefit of \_\_\_\_\_

(B) "Revocable Trust Trustee(s)." \_\_\_\_\_ trustee(s) of the Revocable Trust.

(C) "Revocable Trust Settlor(s)." \_\_\_\_\_ settlor(s) of the Revocable Trust signing below.

(D) "Lender." CHICAGO FINANCIAL SERVICES, INC.

(E) "Security Instrument." The Deed of Trust, Mortgage or Security Deed and any riders thereto of the same date as this Rider given to secure the Note to the Lender of the same date made by the Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s) and any other natural persons signing such Note and covering the Property (as defined below).

(F) "Property." The property described in the Security Instrument and located at: 1483 WEST SCHOOL CHICAGO, ILLINOIS 60687

(Property Address)

THIS INTER VIVOS REVOCABLE TRUST RIDER is made this NOVEMBER 12, 1997 day of \_\_\_\_\_, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), and the Revocable Trust Settlor(s) and the Lender further covenant and agree as follows:

A. INTER VIVOS REVOCABLE TRUST.

1. CERTIFICATION AND WARRANTIES OF REVOCABLE TRUST TRUSTEE(S).

The Revocable Trust Trustee(s) certify to the Lender that the Revocable Trust is an inter vivos revocable trust for which the Revocable Trust Trustee(s) are holding full title to the Property as trustee(s).

INTER VIVOS REVOCABLE TRUST RIDER, FNMA

1-800-372-1965

5/98

VMP MORTGAGE FORMS (0001521-7281)

Initials

BB  
LQ



interest in the Revocable Trust, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by the Lender if exercise is prohibited by federal law as of the date of the Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay all sums secured prior to the expiration of this period, the Lender may invoke any and all remedies permitted by the Security Instrument without further notice or demand on the Borrower.

BY SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Inter Vivos Revocable Trust Rider.

*Geoffrey L Kern*  
Trustee of the *Geoffrey L Kern Living Trust*  
Trust under trust instrument dated *July 19, 1997*  
for the benefit of  
*Geoffrey L Kern*  
GEOFFREY L. KERN Borrower

*Rebecca L Bohn*  
Trustee of the *Rebecca L Bohn Living Trust*  
Trust under trust instrument dated *July 19, 1997*  
for the benefit of  
*Rebecca L Bohn*  
REBECCA L. BOHN Borrower

Cook County Clerk's Office

INTER VIVOS REVOCABLE TRUST AS BORROWER -  
ACKNOWLEDGMENT

BY SIGNING BELOW, the undersigned, Settlor(s) of the *Geoffrey L. Kern and  
Rebecca L. Bohn*

Trust under trust instrument dated *May 14, 1997* for the benefit of  
*Geoffrey L. Kern and Rebecca L. Bohn*  
acknowledges all of the terms and covenants contained in this Security Instrument and any riders(s)  
thereto and agrees to be bound hereby.

*x Geoffrey L. Kern*  
\_\_\_\_\_  
Geoffrey L. Kern Trust Settlor

*x Rebecca L. Bohn*  
\_\_\_\_\_  
Rebecca L. Bohn Trust Settlor

\_\_\_\_\_  
Trust Settlor

\_\_\_\_\_  
Trust Settlor