

UNOFFICIAL COPY

97970439

Page 1 of 10

4908/0122 11 001 1997-12-26 13:45:54

Cook County Recorder

39.50

AFTER RECORDING MAIL TO:

LaSalle Home Mortgage
Corporation
12 Salt Creek Lane Suite 110
Hinsdale, IL 60521



AP# FLORES, A5709989
LN# 5709989

[Space Above This Line For Recording Data]

(P)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 12, 1997. The mortgagor is ADOLFO FLORES and GABRIELA FLORES, Husband and Wife

- ("Borrower"). This Security Instrument is given to LaSalle Bank, F.S.B., A Corp. of the United States of America, which is organized and existing under the laws of the United States of America, and whose address is 4242 N. Harlem Ave., Norridge, IL 60634 ("Lender"). Borrower owes Lender the principal sum of Sixty Nine Thousand Dollars and no/100 Dollars (U.S. \$ 69,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 1, 2028. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

LOT 36 IN BLOCK 57 IN THE CHICAGO UNIVERSITY SUBDIVISION IN THE NORTH 1/2 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

20-07-126-014 ,

, which has the address of

5035 S. Seeley Ave.
[STREET]

Chicago
[CITY]

Illinois 60609 ("Property Address");
[ZIP CODE]

ILLINOIS--SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT
ISC/CMDTIL//0894/3014(0990)-L PAGE 1 OF 8

FORM 3014 9/90

UNOFFICIAL COPY

FORM 3014 9/90
LLINQD-SNGL FMTY-FNMA/FHLMC UNIFORM INSTRUMENT
PAGE 2 OF 8
SC/CM-DTIL/11894/3014-0990-L

The Funds shall be held in an institution whose depositors are insured by a federal agency, instruments, or entity (including Lender, if Lender is such as institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, usually analyzing the Escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits, Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate appraiser, Lender in correction with this loan, unless applies applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual account of the Funds held by Lender at any time in accordance with the requirements of applicable law. If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to trustee on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may affect the Security instrument as set forth in the Note; (b) yearly leasehold payments of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally chartered mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless notice is given that applies to the Funds sets a lesser amount. If so, Lender may estimate the amount of Funds due on the basis of current data and lesser amount. Lender may estimate the amount of Funds in an amount not to exceed the lesser amount. Lender may render a bill to trustee for a deficiency in the amount of the escrow account, if any, due to the maximum amount a lender for a federally chartered mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA").

pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

© 2013 COMMUNICATIONS: DESIGNER AND LEADER COACHING AND STRATEGY CONSULTANTS.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

LN# 5709989 AAP# FLOOR3, A5709989

UNOFFICIAL COPY

AP# FLORES, A5709989

LN# 5709989

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

UNOFFICIAL COPY

9. **Mortgagee insurance.** If Lender required mortgagee insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium in required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substitute to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgagee approved by Lender. If substantially equivalent mortgage insurance is not available, Borrower shall pay to Lender, if it substantially equates to the mortgage insurance previously in effect, a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect; Lender will apply use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage is reinstated for more than three months. Borrower shall pay the premiums required to maintain mortgage insurance in accordance with the terms and conditions of the policy, until the premiums required to maintain mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or his agent may make reasonable entries upon and inspections of the property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, protracted, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's right to make repairs and sums secured by a lien which has priority over this Security Instrument, paying any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate and shall be payable to Borrower upon notice from Lender to Borrower requesting payment.

APP# FLORES, A5709989
LN# 5709989

UNOFFICIAL COPY

AP# FLORES, A5709989

LN# 5709989

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

UNOFFICIAL COPY

FORM 3014 9/90
ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
IS/CMDTL//0894/3014(0990)-L PAGE 6 OF 8

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous

substances which are required by applicable law. Notice will also contain any other information required by applicable law. Name and address of the new Loan Servicer and the address to which payments should be made. The name of the change in accordance with paragraph 14 above and applicable law. The notice will state the notice to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the Note and this Security Instrument. There also may be one or more changes of programs due under the Note and this Security Instrument (known as the "Loan Servicer") that collects monthly payments due under the Note in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under this Security Instrument may be sold one or more times without prior notice to Borrower. A sale under this Note or a partial interest in the Note (together with

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note as if no acceleration had occurred. However, this Security Instrument and the obligor's secured hereby shall remain fully reinstated by Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon receipt of notice to assure that the lien of this Security Instrument is held by the property and reasonably require to have a copy of this Note and the Note as it now appears, (d) takes such action as lender may include, but not limited to, reasonable attorney fees, (c) pays all expenses incurred in enforcing this Security Instrument, any other costs or expenses; (b) cures any default of this Security Instrument due under this Security Instrument and the Note as it now appears; (a) pays lender all sums which then would be due under this Security Instrument. Those conditions are that Borrower; or (b) entry of a judgment puruant to any power of sale contained in this Security Instrument; or (b) entry of a judgment puruant to any power of sale contained in this Security Instrument before sale of the property days (or such other period as applicable law may specify for reinstatement) before to the earlier of: (a) 5 days to have enforcement of this Security Instrument disclosed at any time prior to the earlier of: (a) 5 days to have enforcement of this Security Instrument disclosed at any time prior to the earlier of:

18. Borrower's Right to Remonstrate. If Borrower meets certain conditions, Borrower shall have the right to further notice of demand on Borrower. Without further notice of demand on Borrower,

Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument to provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower exercises this option, Lender shall give Borrower notice of acceleration. The notice shall not provide further notice of demand on Borrower.

If Lender exercises this option, Lender shall give Borrower notice of the date of this Security instrument.

17. Transfer of Beneficial Interest in Borrower. If all or any part of the Property or instrument, any interest in (is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if Lender is prohibited by federal law as of the date of this Security instrument.

16. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security instrument.

15. Governing Law; Severability. This Security instrument shall be governed by federal law and the provisions of this Security instrument and the Note are declared to be severable.

14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by deliverying it by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

97970439

AP# FLORES, A5709989
Page 6 of 10

UNOFFICIAL COPY

AP# FLORES,A5709989

LN# 5709989

Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)!]

- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input checked="" type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify]
_____ | <input type="checkbox"/> IHDA Rider | |

UNOFFICIAL COPY

FORM 3014 9/90

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
ISCS/CMDTL//0894/3014(0390)-L PAGE 8 OF 8NOTARY PUBLIC STATE OF ILLINOIS
EXPIRES 06/13/98

Address: 12 Salt Creek Lane, Suite 106 HINSDALE, IL 60521

ELIZABETH E ROMAN
OFFICIAL SEAL

This instrument was prepared by: Laurie Gron

Notary Public

S.13.98

My commission expires:

Given under my hand and my official seal, this 12 day of December, 1997.

I, the undersigned Notary Public, do hereby certify that this instrument was delivered to me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

I, the undersigned Notary Public, do hereby certify that this instrument was delivered before me this day in person, and acknowledged that they signed and delivered the said instrument, for the uses and purposes therein set forth.

I, the undersigned Notary Public, do hereby certify that this instrument was delivered to me this day in person, and acknowledged that they signed and delivered the said instrument, for the uses and purposes therein set forth.

I, the undersigned Notary Public, do hereby certify that this instrument was delivered to me this day in person, and acknowledged that they signed and delivered the said instrument, for the uses and purposes therein set forth.

I, the undersigned Notary Public, do hereby certify that this instrument was delivered to me this day in person, and acknowledged that they signed and delivered the said instrument, for the uses and purposes therein set forth.

I, the undersigned Notary Public, do hereby certify that this instrument was delivered to me this day in person, and acknowledged that they signed and delivered the said instrument, for the uses and purposes therein set forth.

I, the undersigned Notary Public, do hereby certify that this instrument was delivered to me this day in person, and acknowledged that they signed and delivered the said instrument, for the uses and purposes therein set forth.

I, the undersigned Notary Public, do hereby certify that this instrument was delivered to me this day in person, and acknowledged that they signed and delivered the said instrument, for the uses and purposes therein set forth.

I, the undersigned Notary Public, do hereby certify that this instrument was delivered to me this day in person, and acknowledged that they signed and delivered the said instrument, for the uses and purposes therein set forth.

I, the undersigned Notary Public, do hereby certify that this instrument was delivered to me this day in person, and acknowledged that they signed and delivered the said instrument, for the uses and purposes therein set forth.

I, the undersigned Notary Public, do hereby certify that this instrument was delivered to me this day in person, and acknowledged that they signed and delivered the said instrument, for the uses and purposes therein set forth.

I, the undersigned Notary Public, do hereby certify that this instrument was delivered to me this day in person, and acknowledged that they signed and delivered the said instrument, for the uses and purposes therein set forth.

I, the undersigned Notary Public, do hereby certify that this instrument was delivered to me this day in person, and acknowledged that they signed and delivered the said instrument, for the uses and purposes therein set forth.

I, the undersigned Notary Public, do hereby certify that this instrument was delivered to me this day in person, and acknowledged that they signed and delivered the said instrument, for the uses and purposes therein set forth.

LN# 5709989

AP# FLORES, A5709989

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 8 of this Securitization Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

97970439

UNOFFICIAL COPY

LOAN NO. 5709989

1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 12th day of December, 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 LaSalle Bank, F.S.B., A Corp. of the United States of America, (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

5035 S. Seeley Ave., Chicago, IL 60609
(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, bathtubs, 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, paneling 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.

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 G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

UNOFFICIAL COPY

FORM 3170 8/90

MULTISTATE 1-A FAMILY RIDER-FNMA/FHLMC UNIFORM INSTRUMENT
PAGE 2 OF 2
IS/C/CRIC-**//0392/3170(99-901-L)-Borrower
(Seal)-Borrower
(Seal)-Borrower
(Seal)-Borrower
(Seal)Family Rider
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-Athe remedies permitted by the Security Instrument.
1. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement inwhich Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of
Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Anycontrol of or maintenance of the Property before or after giving notice of default to Borrower. However, Lender, or
Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, takeparaphraph.
Borrower represents and warrants that Borrower has not exercised any prior assignment of the Rents and
has not and will not perform any act that would prevent Lender from exercising its rights under thisInstrument and of collecting the Rents; any funds expended by Lender for such purposes shall become
Property and of collecting the Rents of sufficient to cover the costs of taking control of and managing theRents of the Property, and if necessary to secure the costs of taking control of the Property as
Security.Rents and profits derived from the Property without injury showing as to the inadequacy of the Property as
shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the
judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) LenderProperty, and if necessary to secure the sums secured by the Security instrument; (v) Lender, Lender's agents on the
bands, repairs and maintenance costs, insurance premiums, taxes, receiver's fees, premiums on receivables
collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receivablesLender's actions shall be applied first to the costs of taking control of and managing the Property and
demands; (v) unless applicable law provides otherwise, all Rents collected by Lender or
tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's writtenLender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each
as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii)if Lender gives notice of breach to Borrower; ((i) all Rents received by Borrower shall be held by Borrower
absolute assignment and not an assignment for additional security only.tenants(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an
notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the
Lender or Lender's agents. However, Borrower shall receive the Rents until ((i) Lender has givenProperty, 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 givenH. 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

LOAN NO. 5709989