

# UNOFFICIAL COPY

RECORD AND RETURN TO:  
PRIORITY MORTGAGE COMPANY

3801 WEST DEVON-SUITE 7  
CHICAGO, ILLINOIS 60659

Prepared by:  
PRIORITY MORTGAGE CO.  
CHICAGO, IL 60659

97136713

1. TITLE OR REORDERING 100  
2. PAPERS - TRAN 1184 02/27/97 13:46:06  
3. 36461 & JW # 97-13671  
4. COOK COUNTY RE ORDER  
5. DEEDS - REC'D 13:46:06  
6. PAPERS - TRAN 1184 02/27/97 13:46:06  
7. WORKSHEET  
8. INDEX

1685130

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **FEBRUARY 14, 1997** by **LAURIE AMBURGEY** and **CHARLENE AMBURGEY, HUSBAND AND WIFE**

("Borrower"). This Security Instrument is given to **PRIORITY MORTGAGE COMPANY**

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **3801 WEST DEVON-SUITE 7 CHICAGO, ILLINOIS 60659**

"Lender"). Borrower owes Lender the principal sum of **ONE HUNDRED NINETY TWO THOUSAND AND 00/100**

Dollars (U.S. \$ 192,000.00).

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 **MARCH 1, 2027**.

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:

**THE NORTH ONE HALF (1/2) OF LOT SIXTY SIX (66) AND ALL OF LOT SIXTY SEVEN (67) IN THE SUBDIVISION OF BLOCK THIRTY (30) (EXCEPT THE NORTH SEE ATTACHED REORDER FOR COMPLETE LEGAL DESCRIPTION)**

14-19-104-019-0000

Parcel ID #:

which has the address of **4515 NORTH LEAVITT, CHICAGO**  
**Illinois 60618**

**Street, City,**

**Zip Code** ("Property Address");

**ILLINOIS Single Family FNMA/FHLMC UNIFORM**

**INSTRUMENT Form 3014 9/90**

**Amended 8/96**

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Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower shall pay all taxes, assessments, charges, fines and improvements attributable to the Property which are levied or assessed against the instrument by the Lender.

If Borrower makes the payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payment to the person owed payment. Borrower shall furnish to Lender all notices of amounts to be paid under this instrument to the maker provided in paragraph 2, or if it not paid in full within three days of the date directly when any attorney prevails over this Security instrument, and thereafter shall pay the amount of the Property which may accrue on the instrument of record, lessor's expenses of record, if any, Borrower shall pay

4. **Charges:** Lien, Borrower shall pay all taxes, assessments, charges, fines and improvements attributable to the Property

thereof, to include cost due; fourth, to principal due; and last, to any late charges due under the Note.

1 and 2 shall be applied first, to any payment made otherwise, all payments paid under paragraphs 2,

3. **Application of Payments:** Unless applicable law provides otherwise, all payments received by Lender under paragraphs

this Security instrument.

of the Property, shall apply any funds held by Lender at the time of repossession or sale in a credit account for the sums secured by funds held by Lender. If, under paragraph 2, Lender shall require to sell the Property, Lender, prior to the repossession or sale

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any

walve monthly payments, at Lender's sole discretion.

If the Funds exceed the amount necessary to make up the deficiency, Borrower shall make up the deficiency to no more than shall pay to Lender the amount necessary to pay the deficiency. Borrower shall make up the deficiency to no more than

time is not sufficient to pay the excess items when due, Lender may so notify Borrower in writing, and, in such case Borrower

for the excess Funds in accordance with the requirements of applicable law, the amount of the Funds held by Lender at any

if the Funds held by Lender exceed the amounts permitted to be held by a applicable law, Lender shall account to Borrower

debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

Without charge, in usual accounting of the Funds, allowing debts and debts to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds used by Lender in connection with this loan, unless applicable law provides otherwise, Lender in reporting service

charge, However, Lender may require Borrower to pay a one-time charge for an independent real estate law reporter

vacating the excess items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such

Excessive items, Lender may not charge Borrower, for holding and applying the Funds, usually holding the excess, or

including Lender, if Lender is such an individual) or in any federal Home Loan Bank, Lender shall apply the Funds to pay the

The Funds shall be held in an escrow, with applicable law.

escrow items or otherwise in escrow, with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future

sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount,

1974 as amended from time to time, 12 U.S.C. Section 2601 et seq., "KESPA"), unless another law that applies to the Funds

related mortgage loan, or, requires for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of

Lender may, in any case, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Excess"

it may; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with

or ground rents on the Property, if any; (g) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums,

and assessments which may affect this Security instrument as a lien on the Property; (h) yearly leasehold payments

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds"); for (a) yearly taxes

2. **Funds for Taxes and Insurance:** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

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

1. **Payment of Premium and Interest:** Premium and Late Charges, Borrower shall promptly pay when due the

## UNIFORM GOVERNANTS, Borrower and Lender govern and agree as follows:

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform governants for national use and non-national governants with limited

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

grants and conveys the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage.

Instrument. All of the foregoing is referred to in this Security instrument as the "Property".

Parties now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and

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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.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquire fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**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, probate, 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 actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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 Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

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14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery or by mailing it to the first class mail unless otherwise specified in another method. The notice shall be directed to the Proprietary Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to the Proprietary Address or by first class mail unless otherwise specified in another method.

15. 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 limits; (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits.

make any accommodations with regard to the terms of this Security Instrument that Borrower's consent.

16. Security Instruments and Agreements. (a) Agrees that Lender and any other Borrower may agree to extend, modify, forgive or terminate the terms of this Security Instrument; (b) is not personally liable for payment of the same Borrower's interest in the Property under the terms of this Security Instrument; (c) is not personally liable for payment of the same Borrower's interest in the Note; (d) is co-signing this Security Instrument only to act as a guarantor, general and convey that instrument but does not execute the Note; (e) is co-signing this Security Instrument only to act as a guarantor, general and convey that instrument but does not execute the Note; (f) is co-signing this Security Instrument only to act as a guarantor, general and convey that instrument but does not execute the Note; (g) is co-signing this Security Instrument only to act as a guarantor, general and convey that instrument but does not execute the Note; (h) is co-signing this Security Instrument only to act as a guarantor, general and convey that instrument but does not execute the Note; (i) is co-signing this Security Instrument only to act as a guarantor, general and convey that instrument but does not execute the Note; (j) is co-signing this Security Instrument only to act as a guarantor, general and convey that instrument but does not execute the Note; (k) is co-signing this Security Instrument only to act as a guarantor, general and convey that instrument but does not execute the Note; (l) is co-signing this Security Instrument only to act as a guarantor, general and convey that instrument but does not execute the Note; (m) is co-signing this Security Instrument only to act as a guarantor, general and convey that instrument but does not execute the Note; (n) is co-signing this Security Instrument only to act as a guarantor, general and convey that instrument but does not execute the Note; (o) is co-signing this Security Instrument only to act as a guarantor, general and convey that instrument but does not execute the Note; (p) is co-signing this Security Instrument only to act as a guarantor, general and convey that instrument but does not execute the Note; (q) is co-signing this Security Instrument only to act as a guarantor, general and convey that instrument but does not execute the Note; (r) is co-signing this Security Instrument only to act as a guarantor, general and convey that instrument but does not execute the Note; (s) is co-signing this Security Instrument only to act as a guarantor, general and convey that instrument but does not execute the Note; (t) is co-signing this Security Instrument only to act as a guarantor, general and convey that instrument but does not execute the Note; (u) is co-signing this Security Instrument only to act as a guarantor, general and convey that instrument but does not execute the Note; (v) is co-signing this Security Instrument only to act as a guarantor, general and convey that instrument but does not execute the Note; (w) is co-signing this Security Instrument only to act as a guarantor, general and convey that instrument but does not execute the Note; (x) is co-signing this Security Instrument only to act as a guarantor, general and convey that instrument but does not execute the Note; (y) is co-signing this Security Instrument only to act as a guarantor, general and convey that instrument but does not execute the Note; (z) is co-signing this Security Instrument only to act as a guarantor, general and convey that instrument but does not execute the Note.

17. Paragraph 17. Borrower's covenants and agreements shall be joint and several. Any provision of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

18. Successors and Assigns. Joint and Several Liability. Covenants. The covenants and agreements of this Security instrument shall be binding and severable in all respects, notwithstanding any provision of this Security instrument.

19. Borrower Not Released; Partnership Right. Waiver. Extension of time for payment of indebtedness.

unless Lender and Borrower otherwise agree in writing, any stipulation of proceeds to principal shall not extend or

exercise of any right or remedy.

20. Borrower Not Released; Partnership Right. Waiver. Extension of time for payment of indebtedness.

unless Lender and Borrower otherwise agree in writing, any stipulation of proceeds to principal shall not extend or

exercise of any right or remedy.

21. Borrower Not Released; Partnership Right. Waiver. Extension of time for payment of indebtedness.

unless Lender and Borrower otherwise agree in writing, any stipulation of proceeds to principal shall not extend or

exercise of any right or remedy.

22. Borrower Not Released; Partnership Right. Waiver. Extension of time for payment of indebtedness.

unless Lender and Borrower otherwise agree in writing, any stipulation of proceeds to principal shall not extend or

exercise of any right or remedy.

23. Borrower Not Released; Partnership Right. Waiver. Extension of time for payment of indebtedness.

unless Lender and Borrower otherwise agree in writing, any stipulation of proceeds to principal shall not extend or

exercise of any right or remedy.

24. Borrower Not Released; Partnership Right. Waiver. Extension of time for payment of indebtedness.

unless Lender and Borrower otherwise agree in writing, any stipulation of proceeds to principal shall not extend or

exercise of any right or remedy.

25. Borrower Not Released; Partnership Right. Waiver. Extension of time for payment of indebtedness.

unless Lender and Borrower otherwise agree in writing, any stipulation of proceeds to principal shall not extend or

exercise of any right or remedy.

26. Borrower Not Released; Partnership Right. Waiver. Extension of time for payment of indebtedness.

unless Lender and Borrower otherwise agree in writing, any stipulation of proceeds to principal shall not extend or

exercise of any right or remedy.

27. Borrower Not Released; Partnership Right. Waiver. Extension of time for payment of indebtedness.

unless Lender and Borrower otherwise agree in writing, any stipulation of proceeds to principal shall not extend or

exercise of any right or remedy.

28. Borrower Not Released; Partnership Right. Waiver. Extension of time for payment of indebtedness.

unless Lender and Borrower otherwise agree in writing, any stipulation of proceeds to principal shall not extend or

exercise of any right or remedy.

29. Borrower Not Released; Partnership Right. Waiver. Extension of time for payment of indebtedness.

unless Lender and Borrower otherwise agree in writing, any stipulation of proceeds to principal shall not extend or

exercise of any right or remedy.

30. Borrower Not Released; Partnership Right. Waiver. Extension of time for payment of indebtedness.

unless Lender and Borrower otherwise agree in writing, any stipulation of proceeds to principal shall not extend or

exercise of any right or remedy.

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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.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it 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 exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give 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 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 without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

**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 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

initial 34. CD



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## RIDER - LEGAL DESCRIPTION

THE NORTH ONE HALF (1/2) OF LOT SIXTY-SIX (66) AND ALL OF LOT SIXTY-SEVEN (67) IN THE SUBDIVISION OF BLOCK THIRTY (30) (EXCEPT THE NORTH 175 FEET OF THE SOUTH 208 FEET OF THE WEST 264 FEET OF THE EAST 297 FEET OF SAID BLOCK THIRTY (30), OF THE SUBDIVISION BY WILLIAM B. OGDEN AND OTHERS OR PART OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) AND THE EAST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) THEREOF, IN COOK COUNTY, ILLINOIS.

14-19-304-019-0000

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CLERK'S OFFICE

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## I-4 FAMILY RIDER Assignment of Rents

THIS I-4 FAMILY RIDER is made this 4TH day of FEBRUARY, 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:

PRIORITY MORTGAGE COMPANY

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:  
3515 NORTH LEAVITT, CHICAGO, ILLINOIS 60618

(Property Address)

**I-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, 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 I-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.

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BY SIGNING BELOW, BORROWER ACKNOWLEDGES AND AGREES TO THE TERMS AND PROVISIONS CONTAINED IN THIS L-4

## **1. CROSS-DEFALKT 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.

Landlord, or Lender's assignments or a judgmentally 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 Landlord's assignee or a judgmentally appointed receiver, may do so at any time when a default occurs. Any acceleration of Rents shall not cure of waive any default or invalidate any other right of 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 performed and warrants that Borrower has not executed any prior assignment of the Reba and has not and will not do what would prevent Lender from exercising its rights under this paragraph.

If the Rents of the Property are not satisfied 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 referred to herein Covenants 7.

If Landlord gives notice of breach to Borrower, (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Landlord only, to be applied to the sums secured by the Security Instruments; (ii) Landlord shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each demand of the Property shall pay all Rents due and unpaid to Landlord or Landlord's assignee upon Landlord's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Landlord or Landlord's assignee of the costs of taking control of and managing the Property and collecting the Rents, Rents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, and then to the security interests; (v) Landlord 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 mind and ability of the Property as security.

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**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.