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97304801

DEPT OF REVENUE \$39.50
TAXES - PROP TAXES 100-0000000000000000
REC'D C.O.D. #97-304801
RECEIVED 12/1/1996

Prepared by: Kileen Smolek

Permanent Tax Index No:
13-26-112-016-0000

MORTGAGE

2-005644-7

3457

(2)

THIS MORTGAGE ("Security Instrument") is given on
Zdzislaw Danilowski and
Elizabeth Danilowski HIS WIFE

November 31, 1996

The mortgagor is

("Borrower"). This Security Instrument is given to Fidelity Federal Savings Bank

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 5455 W. Belmont Ave., Chicago, IL 60641 ("Lender"). Borrower owes Lender the principal sum of EIGHTY FOUR THOUSAND & 00/100

Dollars (U.S.) 84,000.00).

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 December 1, 2026. 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 44 IN REAVFIELD'S SUBDIVISION OF LOT 1 IN DAVLIN, KELLY AND CARROLL'S SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(Sheet City).

which has the address of 3021 N. Monticello Ave. Chicago
Illinois 60618 (Zip Code) ("Property Address")

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM
DAD INSTRUMENT Form 3014 8/90
Amended 5/91

MDR-6R(IL) 8/90

Page 1 of 8

VVP MORTGAGE FORMS 1800/521-7291



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Borrower shall promptly pay loan which has priority over this Security instrument unless Borrower (a) agrees in writing to the payment of the obligation or the payment is made by the Lender in a manner acceptable to Lender; (b) occurs in default of the payment of the principal amount due under this Note; or (c) occurs from the holder of the Note in legal proceedings which in the Lender's opinion operate to prevent the collection of the Note.

and, or unless the Note is paid in full, on any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under this Agreement

ii) If the Funds held by Leader exceed the amounts permitted to be held by application 2 law, Leader shall account to Board for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Leader at any time is not sufficient to pay the Escrow Items when due, Leader may so notify Board or in writing, and, in such case Board shall pay to Leader the amount necessary to make up the deficiency. Board or shall make up the deficiency in no more than twelve months after the date of payment of any applicable law.

The Funds shall be used in the manner, with the powers as are necessary for all sums received by the Secretary instrument made. The Funds are pledged as additional security for all sums received by the Secretary instrument made. The Funds are pledged as additional security for all sums received by the Secretary instrument made.

otherwise in accordance with applicable law.

2. Funds for Taxes and Expenses. Subject to applicable law or to a written waiver by Landlord, Borrower shall pay to Landlord any monthly payments due the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may accrue prior to the maturity date of the Note; (b) yearly leasehold payments and security deposits which may accrue prior to the maturity date of the Note; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly coverage insurance premiums; (f) any sums payable by Borrower to Landlord, in accordance with the terms of the Property; (g) any sums payable by Borrower to Landlord, in accordance with the terms of the Note; and (h) any amounts of principal due the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly 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.

UNIFORM COVENANTS, BONDS, AND LIABILITIES COVERAGE AND EFFECT AS FOLLOWS:

THIS IS DOCUMENT A INSTRUMENT contains neither warranties nor guarantees for personal use and non-transferable coverages with limited coverage by insurance companies to customers a liability insurance company covering real property.

grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and shall defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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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 acquires 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 obtain coverage substantially equivalent 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 mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month 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 accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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13. Governing law: Separability. 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 of this Security Instrument or a provision within 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

11. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of a faster method. The notice shall be directed to the Property Address or by first class mail unless applicable law requires use of a faster 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 to 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 Lenders whom given as provided in this paragraph.

13. **Loan charges.** (1) If the loan secured by this Security Instrument is subject to a law which requires payment of interest or other charges in addition to the principal, the rate of interest or other charges shall be reduced to a rate not exceeding the maximum rate permitted by law.

12. Successors and Assigns Board; Joint and Several Liability: Co-signs. 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 shall be liable under this Note and shall be personally liable to the holder of this Note.

11. Borrower Not Responsible: Borrower shall not be liable to Lender for payment of modification of amounts secured by the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower that does not release the liability of the original Borrower to Lender shall not be required to do so unless it receives the written consent of the original Borrower.

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

If the Property is awarded by Borrower, or if, after notice by Lender to Borrower that the condominium officer to make an award of certain lot or lots to 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, as its option, either to restoration or repair of the Property or to the sum so due.

In the event of a joint tenancy of the Property, the proceeds shall be applied to the sums secured by this Security Instrument in which any costs paid to Borrower, in the event of a partial taking of the Property in which the last mortgagor's share 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 multipled by the following fraction: (a) the total amount of Security Instruments shall be reduced by the amount of the proceeds multipled 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 costs shall be paid to Borrower, in the event of a partial taking of the Property in which the last mortgagor's share 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 or to sums due.

10. **Conclusions.** — The processes of crystallization, melting, solidification, and condensation of any part of the Property, or for convenience in lieu of condensation, are hereby assigned and

Boatowner notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

payments may no longer be required, at the option of Lender, if coverage insurance coverage (in the amount and for the period premiums required by an insurer approved by Lender against becomes available and is obtained Borrower shall pay the premium required to maintain insurance in effect, or to provide a loss reserve, until the commencement of coverage in accordance with any written agreement between Borrower and Lender or applicable law.

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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 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.

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00/6 1105 20045 Form 9-988-PD (2001) (7-1998)

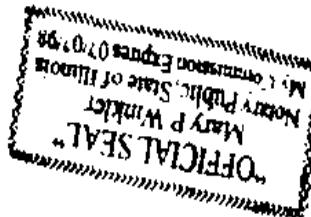
ATTN: LOAN CLOSING
CITICACO, IL 60641

5655 W. BURGESS AVE.

LEAVES TURNED IN BUDA

XXVII SONATA IN C MAJOR

CHICAGO, IL 60609
SINCE 1909



100-199-7
100-199-7

Given under my hand and official seal this 21 day of July 1974
Signed and delivered the said instrument as - /Ch. C. / free and voluntary acts for the uses and purposes herein set forth
Subscribed to the foregoing instrument appeared before me this day in person and acknowledged that - /Ch. C.
Personally known to me to be the same person(s) whose name(s)
is/are written below

1. *...and thereby cut off*
2. *...and thereby cut off*

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הַלְלוּ לִפְנֵי שׁוֹמֵד

STATE OF ILLINOIS

Bottom Left: (Seal) _____

El Paso County Sheriff's Office
1100 West Colorado Street
El Paso, Texas 79901-3000
(915) 545-2111

[Signature] **Suzanne Danylchuk**
Borrower
(Seal)

97304501

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverings and specifications of each such rider shall be incorporated into and shall amend and supplement the coverings and specifications of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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

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

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 21st day of November, 1996, 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 Adjustable Rate Note (the "Note") to

Fidelity Federal Savings Bank
5455 N. Belmont Ave.
Chicago, IL 60641

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3021 N. Monticello Ave. Chicago Illinois 60618

(Property Address)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.250 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANG'S

(A) Change Dates

The interest rate I will pay may change on the first day of 12/31/99, and on that day every 36th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of three years, as made available by the Federal Reserve Board.

The most recent Index figure available as of the date: X 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding

TWO AND ONE-HALF percentage point(s) (2.500 %) to the Current Index.

The Note Holder will then round the result of this addition to the X Nearest 1 Next Highest 1 Next Lowest one-eighth percent (0.125 %). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

MULTISTATE ADJUSTABLE RATE RIDER - Single Family

8/94



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ZEPHYRUS PENTADACTYLUS -Bornewer (Sel) **ZEPHYRUS PENTADACTYLUS** -Bornewer (Sel)

To the extent permitted by applicable law, Leader may require the trustee to pay a trustee fee as a condition to Leader's consent to the loan assumption. Leader also may require the trustee to sign an assumption agreement that is acceptable to Leader and the obligor under the Note and this Security Instrument in this security instrument. Leader and the trustee will continue to be obligated under the Note and this Security Instrument to keep all the promises and agreements made in the Note and this Security Instrument to Leader and the obligor under the Note and this Security Instrument. Leader may require the trustee to pay a trustee fee as a condition to the assumption. Leader may accept the trustee's offer to assume the debt under the Note and this Security Instrument without accepting the trustee's offer to pay a trustee fee as a condition to the assumption.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

The New Hostler will deliver or mail to me a notice of any changes in my address and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding

My new monthly rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment due after the Change Date until the amount of my monthly

(4) My interest rate will never be greater than 13.25% which is called the Maximum Rate.

(3) My interest rate will never be increased or decreased on any single Change Date by more than 2.00% percentage points (e.g. 2.000 %) from

Please check appropriate boxes: if no box is checked, there will be no maximum limit on changes.)
(1) There will be no maximum limit on rate changes.
(2) The maximum rate I am entitled to pay at the first Change Date will not be greater than

The Note Holder will then determine the amount of the monthly payments that would be sufficient to repay the unpaid principal that is expected to owe at the Change Date in full on the Majority Date at my new interest rate in substitution of my monthly payments. The result of this calculation will be the new amount of my monthly payment.

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1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 21st day of November 1996, 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

Fidelity Federal Savings Bank

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

3021 N. Wabash Ave., Chicago, Illinois 60618
(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.

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae Uniform Instrument

Form 3170 12/92

VMP -57 (92-12)
©

Page 1 of 2
VMP MORTGAGE FORMS (312)293-8100 1-800/521-7261

EDM



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Form 12/2

20245

(2128) 15-

Answers _____ *Answers* _____

szczegółowa Dantlowianka (SPE) (SPE) (SPE) (SPE) (SPE) (SPE)

1. CROSS-DEFALUT PROVISION. Borrower's default or breach under any one of agreements in which Lender has an interest shall be a breach under the Security Instrument and Lender may at the time of a breach exercise all rights and remedies permitted by the Security Instrument.

not and will not perform any act that would prevent Lender from exercising his rights under this paragraph.

If the Recipients of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Recents any funds expended by a trustee for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instruments given to Lender in Lender's Convention.

11. The following notes of power of attorney to Bontwors (i) all Rents received by Bontwors shall be held by Bontwors as trustee for Lender only, to be applied to the sum secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Bontwors agrees that each tenant of the Property shall pay a Rent due and unpaid to Lender's account upon Lender's written demand to the extent (iv) unless specific law provides otherwise, all Rents collected by Lender's agents upon the Rents due and unpaid to Lender's account of the Property and received by Bontwors shall be collected by Lender's account of the Rents due and unpaid to Lender's account of the Property; (v) Bontwors agrees that each tenant of the Rents due and unpaid to Lender's account of the Property shall be liable to the Rents due and unpaid to Lender's account of the Rents due and unpaid to Lender's account of the Property; and (vi) as far as my knowledge extends 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 rights actually received; and (vii) 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 rights actually received.

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of leaders to order this assessment of Roles continues as follows and do

Paragraph 21 of the Securities Instrument and (ii) certain other notice to the issuer(s) that the Bonds

FIGURE 2. However, Biotowave shall receive the funds until (1) Landes has a valid Biotowave notice of

agencies to collect the rents, and agrees that each tenant of the property shall pay the rents to [REDACTED]

Property, regardless of to whom the Rights of the Property are Deeded.

Bottleneck absolutely and unconditionally causes all the costs and revenues ("Bottlenecks") of the

H. ASSIGNMENT OF RENTS. APPOINTMENT OF RECEIVERS. LENDER IN POSSESSION

• 100% 有機棉製成
• 100% Organic Cotton

discipline. As is used in this paragraph C, the word "least" shall mean "sublease" if the Security Deposit exceeds \$100.

shall have the right to modify, cancel or terminate the continuing leases and to execute new leases in respect of such premises.

Property and all security deposits made in connection with leases of the Property.

G. ASSIGNMENT OF LEASES. Upon Landlord's request, Borrower shall assign to Lenders all leases of the