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97384747

AFTER RECORDING MAIL TO:

Old Kent Mortgage Company
Secondary Marketing Operations
Final Documentation
P. O. Box 204
Grand Rapids, MI 49501-0204

- DEPT-01 RECORDING \$25.00
- T40012 TRAM 5293 05/30/97 13:05:00
- \$6898 & ER *--97-384747
- COOK COUNTY RECORDER

LOAN NO. 0926252
Affiliate No.

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 15, 1997
ISRAEL MUNOZ, SINGLE NEVER MARRIED

The mortgagor is

(Borrower").

This Security Instrument is given to CITYWIDE MORTGAGE OF AMERICA CORP.,

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is
4305 WEST IRVING PARK ROAD, CHICAGO, IL 60641 ("Lender").

Borrower owes Lender the principal sum of One Hundred Twenty Five Thousand Dollars and no/100
Dollars (U.S. \$ 125,000.00). 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 June 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:

LOTS 21 AND 22 IN BLOCK 2 IN HORTFORD SUBDIVISION OF BLOCK 7 IN JOHNSTON
SUBDIVISION OF THE EAST HALF OF THE SOUTH EAST QUARTER OF SECTION 36,
TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

25258326

13-26-429-021

which has the address of

2450 NORTH KEDZIE BLVD
[Street]

CHICAGO
[City]

Illinois 60647

("Property Address");

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements,
appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be
covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
ISC/CMDTIL/0491/3014(9-90)-L

PAGE 1 OF 6

FORM 3014 9/90

BOX 333-CTI

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IS/C/MCDTII/0491/30149-90-1 PAGE 2 OF 6

FORM 30149/90

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT

Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice. Lender may retain possession over this Security instrument, Lender may give Borrower a notice terminating the instrument. If Lender determines that any part of the Property is subject to Lender's broader subordination, the lien to this Security instrument, or (e) securies from the holder of the lien in agreement with the Lender's option to operate to prevent the enforcement of the lien; or (f) securies from the holder of the lien in the Lender's discretion to good faith the lessor by, or default against the lessor secured by the lien in, legal proceedings to Lender's satisfaction to agree in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contains in Borrower shall promptly disgorge any lien which has priority over this Security instrument unless Borrower: (a)

Lender receives evidence of the payment.
Borrower makes these payments directly, Borrower shall promptly furnish to pay them on time due by the person owed payment, Borrower shall promptly furnish to Lender all notice of payment shall pay those obligations in the manner provided in paragraph 2, or if not paid in full manner, Borrower shall property which may affect this Security instrument, and release of judgments of record, if any.
4. Charges: Lien, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the under paragraph 2; third, to interest due; fourth, to any late charges due under the Note.
Paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 3, Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

sums secured by this Security instrument.
Funds held by Lender, if, under paragraph 21, Lender shall acquire to sell the Property, Lender prior to the acquisition or sale of the Property, shall apply any funds held by Lender to the time of acquisition of the credit assigned to sums secured by this Security instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to up the deficiency in no more than twelve months payment, at Lender's sole discretion.
and, in each case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make by Lender at any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing. Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held provides otherwise, unless an enforceable law requires Lender to make or collect or pay to Lender the amount of the Funds held updefendant real estate tax reporting service used by Lender to connect with this loan, unless applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for a escrow account, or verifying the Escrow item, unless Lender pays Borrower interest on the Funds and applicable law pay the Escrow items. Lender may draw large Borrower for holding and applying the Funds immediately including Lender, if Lender is such in its discretion or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow items. Lender may estimate the amount of the Funds, and Lender shall apply the Funds to

Funds are placed as additional security for all sums secured by this Security instrument.
Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The debts interest shall be paid on the Funds, Lender shall give to Borrower, without charge, an annual accounting of the required to pay Borrower any interest or earnings on the Funds, Borrower and Lender may agree in writing, however, provides otherwise. Unless an enforceable law requires Lender to make or collect or pay to Lender the amount of the Funds held updefendant real estate tax reporting service used by Lender to connect with this loan, unless applicable law provides otherwise, unless an enforceable law requires Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for a escrow account, or verifying the Escrow item, unless Lender pays Borrower interest on the Funds and applicable law pay the Escrow items. Lender may estimate the amount of the Funds, and Lender shall apply the Funds to pay the Escrow items. Lender may draw large Borrower for holding and applying the Funds immediately including Lender, if Lender is such in its discretion or in any Federal Home Loan Bank, Lender shall apply the Funds to

applyable law.
The Funds shall be held in an account whose deposits are insured by a federal agency, instrument, or entity basis of current debt and reasonably estimate of expenditures of future Escrow items or otherwise in accordance with and hold Funds in an account to exceed the lesser amount. Lender may estimate the amount of Funds due on the under the federal Fair Credit Reporting Act of 1971, as amended from time to time, 12 U.S.C. 2091 et seq. ("RESPA"), unless another law later applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect exceed the maximum amount a Lender for a federally related mortgage loan may require for Borrower's escrow account. These items are called "Escrow Items," Lender may, at any time, collect and hold Funds in an amount not to Borrower to Lender, in accordance with the provisions of paragraph 6, in lieu of the payment of mortgage insurance yearly fixed instruments, if any; (e) yearly mortgage instruments, if any; and (f) any sums payable by yearly taxes and assessments which may affect this Security instrument at a sum ("Funds") for: (a) yearly leasehold payments of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly taxes and assessments which may affect this Security instrument at a sum ("Funds") for: (a)

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

1. Payment of Principal and Interest: Payment 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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as

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.

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

LOAN NO. 0926252

UNOFFICIAL COPY

LOAN NO. 0926252

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 conditions

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FORM 3014 9/90

IS/C/CDTIL/0491/3014(9-90)-1
ILLINOIS-SINGLE FAMILY-FMIA/FHLMC UNIFORM INSTRUMENT
PAGE 4 OF 6

If 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 same is satisfied or settled or written off by Lender, or if, after notice by Borrower that the condominium 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 them due.
If the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium 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 them due.
Unless Lender 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 charge the amount of such payments.

11. Borrower Not Harassed: Forbearance By Lender Note & Waiver. Extension of the time for payment of modifications of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest of Borrower or Borrower's successor in interest for payment of amounts due by the original Borrower or Borrower's successor in interest of this Security Instrument or for any other debt due by the original Borrower or Borrower's successor in interest. Any forbearance by Lender in exercising demands made by the original Borrower or Borrower's successor in interest, or any modification of any note or payables of original Borrower or Borrower's successor in interest of this Security Instrument by reason of amortization of the original Borrower or Borrower's successor in interest.

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 paragraphs 17, Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute this Note: (a) is co-signing this Security Instrument only to convey 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 mortgagee, grantor and co-owner shall have no rights or remedies against him arising from or out of his signature on 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 excess of the permitted limits will be reduced to Borrower, Lender may choose to waive this reduction to the extent necessary to reduce the charge to the permitted limit; and (d) any sums already collected from Borrower which exceed permitted loan limits will be reimbursed to Borrower. If a refund reduces principal, this reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

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LOAN NO. 0926252

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 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 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 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

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FORM 3014-9/90

PAGE 6 OF 6
ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT

IS/CMDTIL/0491/3014(9-90)-L

This instrument was prepared by: MARY SCHWICKE

My Commission expires No. 077 Public, State of Illinois
Sicily Schwicker
Notary Public
"OFFICIAL SEAL"

Gives under my hand and official seal, this 15 day of May 1997
I, a / s / free and voluntary act, for the uses and purposes herein set forth.
before me this day in person, and acknowledged that he / s / has signed and delivered the said instrument
personally known to me to be the same person whose name is subscribed to the foregoing instrument, appended
to the same person.

I, the undersigned, do hereby certify that I SAI AL MURKZ, SINGLE NEVE, have read
and for said county and
County of (A-O-C)

(Space Below This Line For Acknowledgment)
Social Security Number _____

Social Security Number _____
Borrower _____
(Seal) _____

Social Security Number _____
Borrower _____
(Seal) _____

Social Security Number _____
Borrower _____
(Seal) _____

Witness:

Instrument and in any other(s) executed by Borrower and recorded with it.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security

24. Riders to this Security instrument. If one or more riders are executed by Borrower and recorded together
with this Security instrument, the coveralls and agreements of each such rider shall be incorporated into and shall
amend and supplement the coveralls and agreements of this Security instrument as if the rider(s) were a part of this
Security instrument. (Check applicable box(es))
- Adjustable Rate Rider
 - Grandparent Rider
 - Condominium Rider
 - 1-4 Family Rider
 - Biweekly Payment Rider
 - Planned Unit Development Rider
 - balloon Rider
 - Rate Improvement Rider
 - Second Home Rider
 - Other(s) (Specify)

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the property.
Instrument without charge to Borrower. Borrower shall pay any recording costs.

22. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security

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LOAN NO. 0926252

2-4 FAMILY RIDER

Assignment of Rents

THIS 2-4 FAMILY RIDER is made this 15th day of May, 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 CITYWIDE MORTGAGE OF AMERICA CORP.

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

2450 NORTH KEDZIE BLVD., CHICAGO, IL 60667

(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.

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Property of Cook County Clerk's Office

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LOAN NO. 0926252

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agent shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

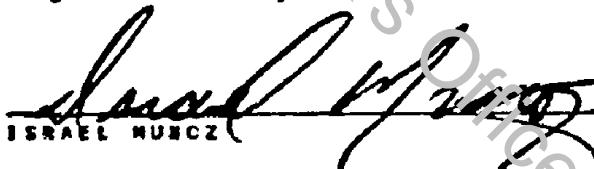
If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents and funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

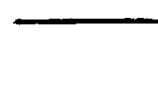
I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

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



ISRAEL NUNCZ


(Scal) _____
-Borrower



(Scal) _____
-Borrower



(Scal) _____
-Borrower



(Scal) _____
-Borrower

2-384-733

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