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Cook County Recorder 35.50

RECORD AND RETURN TO:

FIRST QUALITY
MORTGAGE COMPANY, INC.
234 WEST CERMAK
CHICAGO, ILLINOIS 60616

Prepared by:
SHILMAN YUAN
CHICAGO, IL 60616

696 0409

MORTGAGE

(8)

THIS MORTGAGE ("Security Instrument") is given on JUNE 17, 1998
CHUN KEUNG CHAN
AND DEBBIE CHAN, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
FIRST QUALITY MORTGAGE COMPANY, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose
address is 234 WEST CERMAK
CHICAGO, ILLINOIS 60616 ("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED TWENTY THOUSAND ONE AND 00/100

Dollars (U.S. \$ 120,001.00).

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 JULY 1, 2013 . 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 5 IN BLOCK 5 IN DAVID DAVIS SUBDIVISION OF THE NORTHEAST 1/4 OF THE
SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROFESSIONAL NATIONAL
TITLE NETWORK, INC.

Parcel ID #: 17-24-307-011-0000

which has the address of 455 WEST 27TH STREET , CHICAGO
Illinois 60616

Street, City ,

Zip Code ("Property Address"):

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM

Initials: J.C. CK INSTRUMENT Form 3014 9/95

Amended 8/96

VMP -6R(IL) 186081

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower shall pay within fifteen days of the filing of this instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over this Security instrument, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to enforcement of the lien; or (d) secures from the holder of the lien, in legal proceedings which in the Lender's opinion operate to prevent the by, or defends against the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the lien writing to the payment of the payment over this Security instrument as the "Property".

(f) Borrower makes these payments directly, Borrower shall promptly furnish to Lender records evidencing the payments. To the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. These obligations in the manner provided in Paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attach priority over this Security instrument, and leasehold payments of ground rents, if any. Borrower shall pay upon written notice to the defaulter to whom payment is due, and if not paid in that manner, Borrower shall pay the amount received by Lender under paragraphs 4, Charges; Liens, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under this Security instrument.

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit, against the sums secured by funds held by Lender.

If the excess funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower twelve months' monthly payments, at Lender's sole discretion. If the funds held by Lender pay to Lender the amount necessary to make up the deficiency in no more than time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower for the Escrow funds in accordance with the requirements of applicable law, the amount of the funds held by Lender at any time to the extent necessary to pay the Escrow items will of all sums secured by this Security instrument.

If the funds was made, the funds are pledged as additional security for all sums secured by this Security instrument. Lender may not charge, in annual accounting of the funds, showing credits and debits to the funds and the purpose for which without charge, in connection with this loan, unless applicable law provides otherwise. Unless an estate tax reporting service used by Lender in connection with this loan, Lender shall incur expense to pay Borrower any interest or earnings on the funds. However, Lender may agree in writing, however, that interest shall be paid on the funds. Lender shall give to Borrower application of law requires interest to be paid, Lender shall incur expense to pay Borrower any interest or earnings on the funds. A charge: However, Lender may require Borrower to pay a one-time charge for an independent real estate tax service such verifying the Escrow items, unless Lender pays Borrower interest on the funds and analyzing the escrow account, or Escrow items. Lender may not charge Borrower for holding and applying the funds, annually analyzing the escrow account, or including Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the funds to pay the funds held in an institution whose deposits are insured by a federal agency, instrumentality, or entity.

The funds shall be held in an account otherwise in accordance with applicable law.

Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of future Escrow items or otherwise in accordance with applicable law. Lender may estimate the amount of funds due on the lesser amount. If so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount sets a lesser amount from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless notice law applies to the funds 1974 as amended from time to time, any collection and hold funds in an amount not to exceed the maximum amount a Lender may, at any time, collect and hold funds for the payment of mortgage insurance premiums. These items are called "Escrow items." The provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with any mortgage loan, if any, to pay for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended, or ground rents on the property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, or ground rents on the property, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with any mortgage loan, if any, to pay for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended, or ground rents on the property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may attach priority over this Security instrument as a lien on the property; (b) 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 principle of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of this instrument and Lender covariant and agrees as follows:

UNIFORM COVENANTS. Borrower and Lender covariant and agree as follows:
THIS SECURITY INSTRUMENT combines uniform covenant for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

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".

Instrument 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.

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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 evidence 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

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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 subserviently equitable insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage premium being paid by Borrower when the insurance coverage lapsed or reassessed to Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage coverage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspect portions of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not the fair market value of the sums secured by this Security instrument is immediately before the taking is equal to or greater than the amount of the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law provides, the proceeds shall take precedence over the taking, in the event of a partial taking of the Property in which the fair market value of the sums secured by this Security instrument is less than the amount of a partial taking, before the taking, unless Borrower and Lender otherwise agree in the event of a partial taking of the Property in which the fair market value of the sums secured by this Security instrument is less than the amount of the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree by the following fraction: (a) the total amount of the sums secured by this Security instrument before the taking, divided by (b) the fair market value of the Property immediately before the taking, if the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, unless Borrower and Lender offer 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 sums secured by this Security instrument at its option, either to restore or repair the Property or to the sums secured by this Security instrument, whether or not the sums are then due.

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

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

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

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extent of the time for payment of principal or otherwise in interest. Any forbearance by Lender in exercising any right of remedy or of preclude the successors in interest. Any forbearance by Lender in exercising any right of remedy shall not be a waiver of or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument but does not execute the terms of this Security instrument only to co-sign, grants, grants and conveys that instrument to his Securitry under the Note: (a) is co-signing this Security instrument only to co-sign, grants, grants and conveys that instrument to his Securitry under the Note; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or discharge the principal owed under the Note or by making a direct payment to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Loan Charges. If the loan secured by this Security instrument is subject to a law which sets maximum loan charges and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceeded the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to the Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. Any notice to Lender in this Security instrument shall be given by first class mail to any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to any other address unless applicable law requires use of another method. The notice shall be directed to the property Address by first class mail unless provided for in this Security instrument shall be given by deliverying it or by mailing it to the property owner under the Note.

14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by first class mail to the property owner under the Note.

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

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

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

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

[Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- VA Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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

Witnesses:

Chun Keung Chan
CHUN KEUNG CHAN

(Seal)
—Borrower

Debbie Chan
DEBBIE CHAN

(Seal)
—Borrower

(Seal)
—Borrower

(Seal)
—Borrower

STATE OF ILLINOIS, COOK

I, the undersigned
that

CHUN KEUNG CHAN AND DEBBIE CHAN, HUSBAND AND WIFE

County ss:

, a Notary Public in and for said county and state do hereby certify

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of June,

Mary T. Keane
Notary Public

My Commission Expires:

.....
"OFFICIAL SEAL"
Mary T. Keane
Notary Public, State of Illinois
My Commission Expires 10/03/99

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

NON-DISTORTED COVENANTS. Both owner and lender further covenant and agree as follows:

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.

Borrower shall promptly give Lender notice of any investigation, claim, demand, lawsuit or other action by any government 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 government authority or Borrower's agent, 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.

20. **Hazardous Substances**. Borrower shall not cause or permit the manufacture, use, disposal, storage, or release of any Hazardous Substances that are generated, used, disposed of, or released in violation of any Environmental Law.

19. Sale of Note; Change of Lessor. 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 "Lessor Service") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Lessor Service under the Note and this Security Instrument. The notice 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 Lessor Service and the address to which payments should be made. The notice will also contain any other information required by law.

18. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this document 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 instrument or (b) entry of a judgment enforecing this Security Instrument. Those conditions are that Borrower: (a) pays all sums which then would be due under this Note as if no acceleration had occurred; (b) leases any default of any other creditors or sureties; (c) pays all expenses incurred in enforcing this instrument, including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably require to assure that the item 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.

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 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.

16. Borrower's Copy. Borrower shall be given one conforming 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 his 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.

Leender's address stated herein or any other address Leender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Leender 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 State in which the Property is located. In the event that any provision of this Security Instrument or the Note are declared given effect without the conflicting provision, To this end the provisions of this Security Instrument and the Note are declared given effect with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be severed.

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1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 17TH day of JUNE , 1998 , 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

FIRST QUALITY MORTGAGE COMPANY, INC.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:
455 WEST 27TH STREET, CHICAGO, ILLINOIS 60616

[Property Address]

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

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

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

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

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

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

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

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1. **CROSS-DEFALKT PROVISION.** Borrower's default or breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

2. **BY SIGNING BELOW.** Borrower accepts and agrees to the terms and provisions contained in this I-4

Leander, or Leander's assignees 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 Leander's title to Bottower. However, Leander, or Leander's assignees or a judicially appointed receiver, shall not terminate when all the sums secured by the Security Instrument are paid in full.

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

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

(i) Lender gives notice of breach to Borrower; (ii) 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; (iii) Lender fails to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each demand to the tenant(s), unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and 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 sums accrued 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 inability of the Property as security.

H. ASSIGNMENT OF RENTS; APPORTIONMENT 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 to collect the Rents, and agrees that each tenant of the Property shall receive the Rents until (i) Lender has given Borrower notice of Lender's rights. However, Borrower shall receive the Rents until (ii) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (iii) 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 security only.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment of the Property and all security deposits made in connection with leases of the Property, 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.