

# UNOFFICIAL COPY

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Prepared by: NEW CENTURY MORTGAGE CORPORATION  
18400 VON KARMAN, SUITE 1000  
IRVINE, CA 92612  
Loan Number: 0000139514



## MORTGAGE

STCL 39883

THIS MORTGAGE ("Security Instrument") is given on July 13, 1998. The mortgagor is  
**DARRYL EDWARDS, A MALE AD MAN**, AS SOLE AND SEPARATE PROPERTY

("Borrower"). This Security Instrument is given to

**NEW CENTURY MORTGAGE CORPORATION, A CALIFORNIA CORPORATION**  
which is organized and existing under the laws of **CALIFORNIA**,  
address is **18400 VON KARMAN, SUITE 1000**, and whose  
**IRVINE, CA 92612**

One Hundred Four Thousand, and No/100 -----

( "Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ 104,000.00).

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 August 1, 2028. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

*pt* This is not the homestead property of Robin Edwards, spouse of Darryl Edwards.

A.P.N.: 18-22-405-033

✓ Lot 17 in Block 3 in Baylies and Ladd's Addition to Chicago, a subdivision of Lot 1 in Superior Court Partition of the Southeast 1/4 of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. Community Survey No: 1626 S. Karlov Avenue, Chicago, IL 60623 P.L.B. 816-72-603-000-00

which has the address of 1626 SOUTH KARLOV . CHICAGO  
Illinois 60623

[Street, City]  
(Zip Code) ("Property Address");

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 8/90  
Amended 12/93  
D.E. - SH(L) (9502.01)

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Form 8012-500  
Page 2

of the actions set forth above within 10 days of the giving of notice.  
Section 1 Security Instrument. Lender's documents that any part of the Property is subject to the lien or title of more  
or less Security Instruments shall be delivered to the Lender's attorney or Lender's agent for record. Borrower shall satisfy the lien or title  
by, or before, the execution of the Note, or (c) secures from the holder of the lien an agreement satisfactory to Lender's attorney over the  
lien, or (d) secures from the Lender's attorney or Lender's agent to prevent the  
writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (e) consents in good faith the lien  
Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (g) agrees to  
any other means the parties may agree.

Borrower shall pay all amounts due under this Security Instrument to Lender's attorney evidencing the payments. If  
Borrower does not pay all amounts due under this Security Instrument to Lender's attorney within 10 days of the giving of notice,  
Borrower shall pay all amounts due under this Security Instrument to Lender's attorney within 10 days of the giving of notice.  
which may affect over this Security Instrument and leasehold payments of ground rents, if any. Borrower shall pay these  
a. Charges: Lender. Borrower shall pay all taxes, assessments, charges, fees and impositions applicable to the Property  
which may affect over this Security Instrument to Lender's attorney within 10 days of the giving of notice.  
and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;  
3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs

Society instrument  
Property, shall apply any Funds held by Lender at the time of any disposition or sale as a credit against the sums secured by this  
held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the  
Upon payment in full of all sums secured by this Security Instrument, Lender shall refund to Borrower any Funds  
monetary payments, as Lender's sole discretion.

to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency to no more than twice  
not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay  
the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is  
If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for  
made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

amount accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debt to the Funds was  
Lender may agree in writing, however, that interest shall be paid on all funds. Lender shall give to Borrower, without charge, an  
regulates access to be paid. Lender shall not be required to pay Back over any interest or earnings on the Funds. Borrower and  
Lender in connection with this loan, unless applicable law provides otherwise, Lender shall account real estate tax reporting service used by  
However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by  
the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge.  
Lender may not charge Borrower for holding a mortgage or any other security interest in the escrow account, or verifying  
Lender, if Lender is such an institution, or in any First, 2nd Home - and Bank. Lender shall apply the Funds to pay the Escrow  
The Funds shall be held in an institution whose accounts are insured by a federal agency, instrumentality, or entity (including  
otherwise in accordance with applicable law.

excessive the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or  
amount if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount Lender may  
mandated from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser  
mortgage loan may require to Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as  
Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally related  
provisions of paragraph 6, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items".  
any; (c) yearly charge of property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if  
or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (b) yearly residential premiums, if  
Lender on the day monthly payments are due under the Note is paid in full, a sum ("Funds") for: (g) yearly taxes  
and assessments, which may affect over this Security Instrument as a lien on the Property; (f) yearly taxes  
2. Funds for Taxes and Interest. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to  
principals of and interest on the day evidenced by the Note and any prepayments and late charges due under the Note.

1. Payment of Principal and Interest: Prepayments and Late Charges. Borrower shall promptly pay when due the  
UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-national conventions with limited  
use. It is intended generally the title to the Property is unencumbered, except for encumbrances of record. Borrower warrants and  
grants and conveys the Property and that the Property is free of liens and claims and demands, subject to any encumbrances of record.  
All of the foregoing is reflected in this Security Instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter made on the property, and all easements, appurtenances, and  
fixtures now or heretofore a part of the property. All improvements and additions shall also be covered by this Security Instrument.

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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 foreclosure 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 initials: *D.C.*

0000 0100 0000

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15. Governing Law: 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 clause of this Security instrument or the Note contradicts the applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be construed without the conflicting provision. To this end the provisions of this Security instrument and the Note are deemed to govern the Note.

Instructions shall be given to Boarder or Lecturer who is provided in this paragraph.

14. **Notices.** Any notice to Bottower provided for in this Society instrument shall be given by delivering it or by mailing it by first class mail unless otherwise specified by law requiring use of another method. The notice shall be directed to the Property Address or any other address Bottower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address set forth herein or any other address Lender designates by notice to Bottower. Any notice provided for in this Society

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**13. *Laws of Contractors.*** If the loan secured by this Security Instrument is subject to a law which makes loans chargeable, and this law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to make the loan charge legal; and (b) any sums already collected from Borrower which exceed the permitted limits will be treated as a partial prepayment without any prepayment charge. Moreover, if a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge.

make any accommodation with regard to the terms of this Security Instrument in accordance with the Notice given by the Borrower's counsel.

12. **Successors and Assignees Board; Joint and Several Liability:** Consider the coverages and agreements of this Society. In the event of death or incapacity of a member, his/her survivors and assigns shall bind and becute the successions and assignments of his/her and his/her survivors' rights and obligations under all policies and agreements of this Society.

The objective of the monthly payments related to a mortgage is to change the amount of such payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the consumer offers to make an award of 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 of repair of the Property or to the sum recovered by this Security Instrument, whichever of the two is due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument in accordance with the following:

Value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security instrument;

Instrument immediately before the taking, unless Borrowers and Lenders otherwise agree in writing, the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following fractions: (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.

Security interest in the amounts of the proceeds multipled by the following fractions: (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.

Borrowers and Lenders otherwise agree in writing, the sums secured by the sums secured by this Security instrument shall be reduced by the amount of the proceeds multipled by the following fractions: (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.

Property immediately before the taking is less than the amount of the sums secured immediately before the taking.

Borrowers and Lenders otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security instrument in the same order as the sums set forth above.

new sq feet or paved or landscaped

Borrower agrees at the time of or prior to an inspection specifically recognizable cause for the implosion.

Insurancce cards in accordance with any written agreement between Borrower and Lender or applicable law.

premiums may no longer be required, as the option of liability, a deductible, or insurance coverage (in the event of an accident) may be chosen by the insured.

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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 unchallenged. 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.

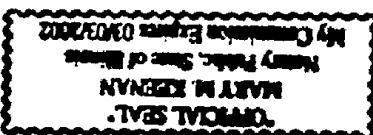
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Form 2014 9/90

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Form 3016-200

Page 6 of 6

CHICAGO COUNTY, ILLINOIS



My Commission Expires:

Given under my hand and official seal, this  
sixth and delivered the said instrument as his free and voluntary act, for the uses and purposes herein set forth  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged the same to be the  
personally known to me to be the same person(s) whose name(s)

Darryl Edwards, a married man

1. Mary M. Keenan, a Notary Public in and for said county and state do hereby certify that

Cook

STATE OF ILLINOIS.

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

DARRYL EDWARDS

WITNESSES

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

21. Rights to this Security Instrument. If one or more notes are executed by Borrower and recorded together with this  
Security Instrument, the coverings and agreements of each such note shall be incorporated into and shall amend and supplement  
the coverings and agreements of this Security Instrument as if the note(s) were a part of this Security Instrument.  
(Check applicable box(es))
- Admissible Rate Rider  
 Conditional Rider  
 Family Rider  
 Grandminimum Rider  
 Planned Unit Development Rider  
 Second Home Rider  
 Residential Payment Rider  
 Residential Improvement Rider  
 Second Home Rider  
 Other(s) [Specify]

22. Rights to this Security Instrument. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to  
Borrower. Borrower shall pay any recording costs. Lender may charge Borrower a fee for recording this Security Instrument, but  
only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

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

22. Rights. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to  
Borrower. Borrower shall pay any recording costs. Lender may charge Borrower a fee for recording this Security Instrument, but  
only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

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## 1-4 FAMILY RIDER Assignment of Rents

98688663

THIS 1-4 FAMILY RIDER is made this **13th** day of **July**, **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 **NEW CENTURY MORTGAGE CORPORATION**

(the "Lender")

of the same date and covering the property described in the Security Instrument and located at:  
**1626 SOUTH KARLOV, CHICAGO, IL 60623**

(Property Address)

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument,  
Borrower and Lender further covenant 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, range 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.

**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.

**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.

D.E

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*[Signature]*

LEADER

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Form if  
permitted by the Security Instrument.

**1. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any of the remedies

has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies  
of or maintain the Property before a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rights  
against or a judicially appointed receiver, may do so at any other time of remedy of Lender. This assignment of Rights  
shall not cure or waive any default or waive any other right or remedy of Lender. The assignment of Rights of  
Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control

and will not perform any act that would prevent Lender from exercising its rights under this paragraph.  
Borrower represents and warrants that Borrower has not executed any prior assignments of Rights and has not  
to Lender secured by the security instrument pursuant to Uniform Control.

If the Rights of the Property are not sufficient to cover the costs of taking control of and managing the Property  
and of collecting the Rights any funds expended by Lender for such purposes shall become indebtedness of Borrower  
to Lender securing the Rights and waives any claim for recovery of such amounts.

Property and collect the Rights and profits derived from the Property without any showing as to the inadequacy of  
Lender shall be entitled to have a receiver appointed to take possession of and manage the  
Property; and (v) Lender's agents or any judicially appointed receiver shall be liable to account for only those Rights actually  
received, Lender's agents or any judicially appointed receiver shall be liable to account for the sums secured by the Security Instrument; (vi)  
Lender's assessments and other charges on the Property, and due to the sums secured by the Security Instrument,  
amounts, receiver's fees, premiums on receiver's bonds, repairs and maintenance costs, insurance premiums,  
the costs of taking control of and managing the Rights, including, but not limited to,  
expenses applicable to all providers otherwise, all Rights collected by Lender's agents shall be applied first to  
Property shall pay all Rights due and unpaid to Lender or Lender's agents upon written demand to the extent; (vii)  
shall be entitled to collect and receive all of the Rights of the Property; (viii) Borrower agrees that each item of the  
wishes for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ix) Lender  
If Lender gives notice of breach to Borrower; (i) all Rights received by Borrower shall be held by Borrower as  
assignment for additional security only.

However, Borrower shall receive the Rights 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 item(s) that the Rights are to be  
paid to Lender or Lender's agent. This assignment of Rights constitutes an absolute assignment and does not in  
any way affect the Security Instrument only.

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## SUBORDINATION OF LIEN

Whereas, SouthShore Bank

by their mortgage dated September 23, 1997  
and recorded in the Recorder's  
Office of Cook County, Illinois on  
September 30, 1997  
as Document 97724670,  
did convey unto Darryl Edwards  
certain premises in Cook County,  
Illinois described as:

Lot 17 in Block 3 in Royals and Loefler's Addition to Chicago, a subdivision  
of Lot 1 in Superior Court Partition of the Southeast 1/4 of Section 22, Township  
39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

MAIL ~~RECEIVED~~ Known As: 1626 S. Karlov Avenue, Chicago, IL 60623  
TO I.N. #16-22-405-033-0000

to secure their note for 17,205.00 ~~dollar~~, with interest payable as therein provided, and

Whereas, the said South Shore Bank by their mortgage dated September 23, 1997 and recorded in said Recorder's Office on September 30, 1997 as Document 97724670 did convey unto Darryl Edwards as Mortgagor the said premises to secure payment of their Note in the aggregate sum of 17,205.00 Dollars with interest payable as therein provided, and

Whereas, the Note secured by the Mortgage first described is held by South Shore Bank as sole owner and not as agent for collection, pledgee or in trust for any person, firm or corporation; and

Whereas, said owner wishes to subordinate the lien of the mortgage document 97724670 first described to the lien of the Mortgage document secondly described.

Now Therefore, in consideration of the premises and of the sum of one dollar (\$1.00) in hand paid, the said SOUTH SHORE BANK OF CHICAGO does hereby covenant and agree with the said FAIRWAY MORTGAGE, INC. <sup>as</sup> Mortgagee for the use and benefit of the legal holder of the Note secured by said Mortgage secondly herein described that the lien of the note owned by said SOUTH SHORE BANK OF CHICAGO and of the Mortgage securing the same shall be and remain at all times a subordinate lien upon the premises thereby conveyed subject to the lien of the Mortgage as Document <sup>to</sup>

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