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9446/0029 04 001 Page 1 of 1998-08-20 10:21:21 37.00 Cook County Recorder

RECORD AND RETURN TO: CDK-USA MORTGAGE

980 NORTH MICHIGAN AVENUE-SUITE 1370 CHICAGO, ILLINOIS 80811

Prepared by: DEBBIE SKOWRON CHICAGO, IL 60611

3964255

MORTGAGE

JULY 30, 1998 THIS MORTGAGE ("Security Instrument") is given on LEAH M. MISSBACH, AN UNMARRIED PERSON

. The mortgagor is

("Borrower"). This Security Instrument is given to CDK-USA MORTGAGE

which is organized and existing under the laws of THE STATE OF ILLINOIS address is 980 NORTH MICHIGAN AVENUE-SUITE 1370

, and whose

CHICAGO, ILLINOIS 60611 ("Lender"). Borrower owes Lender the principal sum of

TWO HUNDRED TWELVE THOUSAND AND 00/100

212,000.00 Dollars (U.S. \$

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 covenant and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following County, Illinois: described property located in COOK

THE SOUTH 30 FEET OF THE NORTH 32 1/2 FEET OF LOT 18 IN BLOCK 5 IN HASSBOROUGH AND HESS SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWIST 1/4 OF SECTION 3.6, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL

MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID #: 13 - 36-312-608-0000

1837 NORTH HUMBOLDT BOULEVARD , CHICAGO which has the address of

60647 (Zip Codel ("Property Address"); Illinois/

ILLINOIS-Space Family-FNMA/FHLMC UNIFORM INSTRUMENT Form 3014 9/90 Amended 8/96

-BR(IL) (9608) Page 1 of 6

Initials:

T-381749913 2013

VMP MORTGAGE FORMS - (800)521-7291

BOX 333-CTI

DPS 1089

{Street, City],

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Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority pyer orcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to or desends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the filing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower; (a) agrees in

Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. hese obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and leasehold payments or ground tents, if any, Borrower shall pay 4. Charges, Liens, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property

I and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; 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 ander paragraphs

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, II, under paragraph 21, Lender shall acquire or sell the Property, Lender, pride to the acquisition or sale Upon payment in full of all sums secured by this Security Instrument, Lender shall promotily refund to Borrower any

shall pay to Lender the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than time is not sufficient to pay the Escrow liems when due, Lender may so notify Borrower in such case Borrower for the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender at any If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument. without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, that interist shall be paid on the Funds. Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or a charge. However, Lender may require Borrower to pry 7 one-time charge for an independent real estate tax reporting services verifying the Escrow Items, unless Lender pays Board war interest on the Funds and applicable law permits Lender to make such Escrow liems. Lender may not charge Borrover, or 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 The Funds shall be held in an inclusion whose deposits are insured by a federal agency, instrumentality, or entity

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future sets a lesset amount. If se, I indet may, at any time, collect and hold Funds in an amount not to exceed the lesset amount. 1974 as amended from time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Punds related mortgage loan any require for Borrower's eactow account under the federal Real Estate Settlement Procedures Act of Lender may, at 20, time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items," if any; (e) yearly morrgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may attain 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

principal 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, Bortower shall promptly pay when due the

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. gram and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage,

fixintes now or hereafter a part of the propenty. 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," TOCETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and

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this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender.

Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not assure: 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 Porrower'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 Lenger's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security incrument 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 Borrov er'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. This Security Instrument is on a leasehold. Borrower shall comply with all the provisions of the lease. If Borrower acquires for 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 Lander 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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address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to is riall unless applicable law requires use of another method. The notice shall be directed to the property Address advances how motive to I ander shall be directed to the property Address morrouse how motive to I ander shall be directed to the property Address liees. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by malling as main makes annitrable has required as a motion of another manner of the provided for the provided for

Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any Represent the refund reducing the principal owed under the Mole of by making a direct may choose to make this refund by reducing the principal owed under the Mole of by making a direct mornment of the making and the colours of the making the principal owed for the molecular minutes of the making and the colours of the meaning the principal owed under the meaning the making and the colour section and the making the principal owed the principal owe use permined limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to ranks may shows to make this refund hy reducing the principal sums times the block to make this refunded in the principal sums times the block of the mobine a disent de the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge maintend timits, and the amount stream nonlinear from novement which assessment indicessary to reduce the charge of the charge. aw is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the name times that the heart to be collected in connection with the name times. The name times that the annual management to reduce the charge to the connection with the same times.

LORD Charges, If the loan secured by this Security Instrument or me rate wintom mar bounders, a matter intermedation the interest or other house and the marking loan charges, and interest or the interest or other house and an extension of the interest or other house and an extension of the interest or other house and in our charges, the interest or other house online and or to be anticored in our other the interest or other house online and or to be anticored in our other the outer the outer of Or title decentry industrient, and (c) agrees that between any voice to the Note with regard to the terms of this Security instrument of the Note without that Bottower's consent.

I non Thomos Iche Instituted has the this Constitution institution is subject to a low which the previous loss share by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to extend, incoming our aums accounts may agree to extend, flotbear or an accommodations with recent to the terms of this Security Instrument or the More untrivit that Recently, forbear or test to the property under the terms of this Security institution on the terms of the string of the Security institution on the terms of the Security institution of the string in the string in the string in the string of the s again to but does not execute the Mote; (a) is co-signing this Secutify Instrument only to morrower with survey that intersect in the Degree the transfer the security instrument of the Secutify Instrument of the security instrument. aph (7. Bortower's coverants and agreements shall be joint and several. Any Bortower, subject to the brown of the sources of the money and the security instrument only to monesage, stant and convey that If y instrument shall bind and benefit the successors and assigns of Lender and Borrower's novement and someones what same and someone shall he inint and several Any Romower's novement and someones what same that inint and several Any Romower who notices this security.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers, The covenant and Bereinents of this incomment and heavily the summent and heavily the summent and heavily the summent and portune of the design of the design of the summent of the design of the summent of the design of the summent use almo secured by Lender in exercising any right of temedy shall not be a waiver of or preclude the the sums secured by this Security Instrument by feason of any demand made by the Strong transment and security instrument by reason of any demand made by the Security Instrument by reason of any demand made by the Detrower of Borrower's interest and interest an interest in exercising and right or remedy shall borrower of Borrower's the shall be shall b t operate to retease the manning of the original bostower of bostone in miereas. Lember shian how required to the extend time for payment of otherwise modify amortivation of the sums expired by this Geometry Instrument by reason of any demand made of the original portower of Borrower's notive of Borrower's an Borrower's stronger of Borrower's dispersice to referse the liability of the original Borrower or Borrower's successor in interest or nonceasing against any successor in interest or nonceasing assingt any successor in interest or refuse to extend time for natment or otherwise modify amontivation.

amortization of the sums secured by this Security Institution of the sums secured by this Security Institution of the sum secured by this Security Institution of the only successor in interest in interest of Bortower shall not be remired to It. Borrower Not Released, Forbestance By Lender Not a /Valver, Extension of the time for payment or modification of the time for payment or modification. Mostpone the date of the monthly payments telefred to in paragraphis (and 2 or change the amount of such payments).

11 Rownwar Most Dalaccads Embargana By Landar Most a Walson Evansion of the amount of such payments. Increase Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or one the due date of the monthly dayments referred to in datasticols. I and 2 or change the amount of such payments.

Beated to settle a claum for damages, morrower tail to respond to Lender within 30 Gays after the number is given; secured by this Security Instrument, whether or not then due award or settle a claim for damages, Borrower, or it, aner notice by Lender to Borrower that the Connention Others and analy the property is supported to collect and analy the property or to the cime. If the Property is abandoned by Borrower. The fine fine time sums are then the condemnor offers to make an dorselle a claim for damages. Borrower fail to respond to Lender within 30 days after the following a claim for damages. secured by this Security Instrument, whether or not then due

natives vame of the riopeny numerical and Lender other wise agree in writing of unless applicable law otherwise provides, the proceeds shall has come some sented by this Section Instrument whether or an the cume are then due. be applied to the sums secured by this Security instrument whether or not the sums are then our transfer or not the sums are then due.

If the December is absorbed to the sum and it and a manner of the sum are the then due. Defore the taxing, Any Dates of the Property Invitediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the same unless and tanker otherwise acrees in writing or unless annihilated not the sums secured immediately before the interest and tanker otherwise acrees in writing or unless annihilated in writing or unless that increased a the interest and take the interest and ta smount of the faking. Any bass at shall be paid to Borrower, in the event of a partial taking of the Property intlicutation marker value of the Property in which the fair same of the property in which the fair amount of the sums secured inmediately before the taking, divided by (b) the fair market value of the property immediately hand to maid to have event of a narrial taking of the property immediately the taking and the property inmediately the fair market value of the property immediately the fair market value of the property immediately the fair market value of the property immediately the fair market value of the property inmediately the fair market value of the property inmediately the fair market value of the property in the fair market value of the property in the fair was the property in the fair market value of the property in the property in the property in the property in the fair market value of the fair market value of the property in the fair market value of the fai Security instrument trained states of the amount of the proceeds multiplied by the following fraction: (a) the together amount of the proceeds multiplied by the following fraction: (a) the together or the sums the taking the following fraction: (b) the following fraction: (c) the following fraction: (d) the following fraction: (e) the following fraction: (e) the following fraction: (e) the following fraction immediately before the taking divided by the fair market value of the property immediately immediately. Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by the following fraction: (a) the total whener of not then the Property immediately before the taking is equal to of greater than the amount of the sums secured by this continuous management immediately before the taking in the secure of greater than the amount of the sums secured by this continuous immediately before the taking unless Rotromer and Lender otherwise agree in writing the sums secured by this

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, has not then the more and to promote in which the fair condemnation of other taking of any part of the Propenty, or for conveyance in lieu of condemnation, are hereby assigned and shall be naid to Lender.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any amenation or other relief of the property of 9. Inspection, Lender or its agent may make reasonable entries upon and inspections of the Propenty. Lender shall give user mains at the time of or retart to an increation enactions enactions. Lender shall give Bostower notice at the time of or prior to an inspection specifying reasonable cause for the inspection, and forestanding the inspection.

the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement and anomalism with any written agreement hetween Berrower and Lender or applicable law. insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

A remember of the contraction of the contraction and incompleted in Dense. that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained, Borrower shall pay the premiums required to maintain mortages insurance in effect or to provide a fore receive, until the requirement for mortages Destinents may no longer be required, al the option of Lender, if morragge insurance coverage (in the amount and for the perior is ander required provided by an insurance and on the amount and for the perior ander required provided by an insurance and on the mount and for the perior is and its obtained. Borrower chall has ORC-IWERIN OF HIE YEARTY MOTIBARE MAURAINE PIEURIUM DEINE PRID DY BOTTOWET WHER HE HISLIANICE COVERINE REPART OF TOTAL PROPERS OF THE MOTIBARE OF THE STREET OF THE REPART OF THE REPART OF THE PROPERTY OF THE STREET OF THE OFFICE OFFICE OF THE OFFICE OF THE OFFICE OFFI successionally equivalent mortgage insurance coverage is not available, dultower shall pay to define monin a sum equivalent increase insurance premium being paid by Bortower when the insurance coverage lapsed or ceased in effect. Lender will accent, use and retain these navments as a loss reserve in liest of montane insurance. Loss reserve substantially equivalent mortgage insurance previously in effect, from an anermate mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal northean treatment and the parameters in the incurance coverage is not available, borrower when the incurance from a sum equal substantial pay to Lender each month a sum equal parameters in an equal parameters in the incurance coverage is not a parameters. obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect, from an alternate mortgage insurance coverace is not available. Rorrower that nav to Lender cach month a sum some obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortane areas an electrical and an entering the stantage of the substantial property in effect, at a cost substantially equivalent to an electrical and an entering the substantial and a s

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DPS 1094 (8096) (JI)RB- (MV) B to 8 age9 Form 3014 9/90 profits the same try non-standing AN cionilli la aveta contad contoli seisno assis "OF FICE ST. SE HOURD Public My Commission Expires: lo yab Given under my hand and official seal, this HIS (HER) free and voluntary act, for the uses and purposes therein set forth. signed and delivered the said instrument as subscribed to the foregoing instrument, appeared before methis day in person, and acknowledged that HE (ZHE) personally known to me to be the same presents) whose name(s) , a Notary Public in and for said county and state do hereby certify Conuty 50: STATE OF ILLINOIS, Borrower -Borrower (Seal) (Seal) Borrower (Seal) Borrower MIZZBYCH (Iso2). in any rider(s) executed by Borrower and recorded with it. BY SIGNING BELOW, Borrower accepts and agrees to the term's the coffensitied in this Security Instrument and Other(s) [specify] VA Rider Balloon Rider Second Home Rider Rate Improvement Rider Graduated Payment Ride Planned Unit Development Rider Biweekly Payment Rider Adjustable Rate Lide Condominium Rider X 1-4 Family Rider

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

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

without charge to Borrower. Borrower shall pay any recordation costs.

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

proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph secured by this Security Instrument without further demand and may foreclose this Security Instrument by Judicial or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums (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

applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

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Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If sorrower 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 relariatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of Judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be die under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants of agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorreys' 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 o lorrower. 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. It 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

20. Hazardous Substances. Borrower shall not cause or permit the presence use, disposal, storage, or release of any information required by applicable law. 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 again 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

Borrower shall promptly give Lender written notice of any investigation, claim, demand, law wit or other action by any residential uses and to maintenance of the Property. 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, Borrowe stall 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 flanimable 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

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Yasignment of Rents 1-4 FAMILY RIDER

THIS 1-4 FAMILY RIDER is made this day of HTOE

secure Parrower's Note to

Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or

CHICAGO, ILLINOIS ELEMY DAAVSJUDA TAJOBNUH HTRON TEBI "Lender") of the same date and covering the Property described in the Security Instrument and located at: əqı)

1-4 FAMILY COVENANTS. In sadition to the covenants and agreements made in the Security

A, ADDITIONAL PROPERTY SULTECT TO THE SECURITY INSTRUMENT. In addition to Instrument, Borrower and Lender further covenant and agree as follows:

(Property Address)

be used in connection with the Property, including, but not limited to, those for the purposes of supplying appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to description, and shall also constitute the Property covered by the Security Instrument: building materials, the Property described in the Security Instrument, the following items are added to the Property

Instrument. All of the foregoing together with the Property described in the Security Instrument (or the additions thereto, shall be deemed to be and remain a part of the Property covered by the Security shoor coverings now or hereafter assached to the Property, all of "high, including replacements and doors, screens, blinds, shades, curtains and curtain rods, attached initrors, cabinets, panelling and attached ranges, stoves, refrigerators, dishwashers, disposals, washers, dryer, awnings, storm windows, storm apparatus, security and access control apparatus, plumbing, bath ti bs, water heaters, water closets, sinks, or distributing heating, cooling, electricity, gas, water, cir and light, fire prevention and extinguishing

leasehold estate if the Security Instrument is on a leasehold) are referred to in this ! + Tamily Rider and the

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac Unitorm Instrument Security Instrument as the "Property,"

€ to f aga¶

Form 3170 3793 / VMP MORTGAGE FORMS - (800)521-7291 initials:

(8078) USB.

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

E. "BORROV EL'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 desosits 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 lear hold.

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 agents shall be applied first to the costs of taking control of wirmanaging the Property and collecting the Rents, including, but not limited to, attorneys' 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.

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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 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,	Borro ver accepts and agrees to the	ne terms and provisions contained in this
1-4 Family Rider.	0/	
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LEAH N. WISSBACH	-Borrower	-Borrower
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	-Borrower	-Borrower
	(Seal)	(Seal)
	-Barrower	-Borrower
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