

# UNOFFICIAL COPY 8826593

7963/0160 48 001 Page 1 of 10  
1998-09-16 12:24:47  
Cook County Recorder 39.50

4236459 11

G / T

When Recorded, Mail To:  
STANDARD FINANCIAL MORTGAGE CORP  
ATTN: FINAL DOCUMENTS  
800 BURR RIDGE PARKWAY  
BURR RIDGE, IL 60521

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 9TH, 1998  
The mortgagor is JUDITH MANN, DIVORCED AND SINCE NOT REMARRIED

("Borrower"). This Security Instrument is given to  
STANDARD FINANCIAL MORTGAGE CORPORATION  
which is organized and existing under the laws of ILLINOIS, and whose address is  
800 BURR RIDGE PARKWAY, BURR RIDGE, IL 60521

("Lender"). Borrower owes Lender the principal sum of  
EIGHTY-EIGHT THOUSAND EIGHT HUNDRED AND NO/100  
Dollars (U.S. \$ 88,800.00). 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  
OCTOBER 1ST, 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:

LOT 2 IN BLOCK 1 IN R.J. SCHLESINGER AND KAREL V JANOVSKY'S  
SUBDIVISION OF THE EAST 10 ACRES OF THE SOUTH 20 ACRES OF THE WEST 1/2  
OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 13, EAST  
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

( PIN# 19-01-425-018 )

4236459  
which has the address of 4602 S ROCKWELL,  
[Street]

CHICAGO  
[City]

Illinois 60632 ("Property Address");  
[Zip Code]

ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ITEM 1870L1 (9408)  
MFC0001-0395

(Page 1 of 6 pages)

Form 3014 9/90

Great Lakes Business Forms, Inc. ■  
To Order Call: 1-800-930-9993 | Fax 616-791-1131  
710081050

**UNOFFICIAL COPY**

111-164910-101 (2) (C) 66-144-138  
111-164910-101 (2) (C) 66-144-138

Digitized by srujanika@gmail.com

Form 31049  
010/0001

98826593

५०८

3. Standard of 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 carrier requires insurance. This insurance shall be maintained in the amounts and

Borrower shall prominently display a notice on all documents of title indicating that the title is held subject to the security interest of Lender; (a) aggregate principal amount of the obligation secured by the title in a manner acceptable to Lender; (b) collateral in good faith which is in writing to the payee of the obligation secured by the title in a manner acceptable to Lender; (c) encumbrance of the title in writing to the payee of the obligation secured by the title in a manner acceptable to Lender; (d) name and address of the payee.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under Paragraph 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to advances payable under Paragraph 2; and last, to principal due; fourth, to principal due, and last, to any late charges due under the Note.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to this Security instrument. Borrower for the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender for any time exceeds the amounts permitted to be held by applicable law, Lender shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

The Funds shall be held in an escutcheon whose depositories are incurred by a federal agency, instrumentality, or entity including Lender, if Lender is such an entity) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow items, Lender may not charge Lender for holding and applying the Funds, annually analyzing the Escrow items, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with his loan, unless applicable law provides otherwise. Lender shall give to Borrower and Lender may agree to, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the Fund balance for all sums received by Borrower, without charge, each month to the Funds was made. The Funds are pledged as additional security for all sums received by Borrower, without charge, each month to the Funds was made.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (a) yearly leasehold premiums or interest on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage premiums. These items are called "Taxes and Insurance". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount specified in the Note, or otherwise in accordance with applicable law.

1. Payment of Principal and Interest: Prepayment and late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

SUNIFORUM COVENANTS. Borrower and Lender covenant and agree as follows:

**THIS SECURITY INSTRUMENT** combines uniform conventions for national use and non-uniform conventions with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**BOKROWER COVINGTON'S MARY BORROWER IS AWARDED \$10,000 FOR CONVICTION OF HER EX-HUSBAND**

LOGICIEN WITH all the improvements now at her disposal received a letter from his Security Instrument as the "Property".

# UNOFFICIAL COPY 98826593

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 in restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs, although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage 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 inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

AMCOX01-0393

7/00/01050

Form 3014 9/98

Great Lakes Business Forms, Inc. ■

To Order Call: (800) 330-9993 (312) 461-1121

# UNOFFICIAL COPY

08826593

EDEN 27/04 (940)

Form 381A/9/90

Page 6 of 6 page

1000100

Form 381A/9/90

18. Borrower's Right to Remitance. If Borrower makes certain conditions, Borrower shall have the right to have remedies permitted by this Security instrument without notice prior to the earlier of: (a) 5 days (or such other period as

this Security instrument, if Borrower fails to pay these sums prior to the expiration of a period, Lender may invoke any right to have the date of this Security instrument.

not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums accrued by this Security instrument, if Borrower fails to pay these sums prior to the date of acceleration. The notice shall provide any

remedies permitted by this Security instrument, Lender shall give Borrower notice of acceleration. The notice shall provide a period of

this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as

without Lender's prior written consent, Lender may, at his option, require immediate payment in full of all sums accrued by in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) in the Note to be severable.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest,

16. Borrower's Copy. Borrower shall be given one confirmed copy of the Note and of this Security instrument.

be given after the consummation of this provision. To this end the provisions of this Security instrument and the Note are

complied with applicable law, such conduct shall not affect the Note which can judgments in which the Property is located, in the event that any provision of this Security instrument or the Note

is severable. This Security instrument shall be governed by federal law as provided in this paragraph.

15. Covering Law: Severability. This Security instrument shall be governed by federal law as provided in this paragraph.

to Lender's address specified in any other address designated by notice to Borrower, any notice provided for in

Address or any other address designated by notice to Lender. Any notice to Lender shall be given by first class mail

mailing it by first class mail unless otherwise specified. The notice shall be directed to the Person

specified in the Note, any notice to Borrower provided for in this Security instrument shall be given by delivery to him or by

prepaid postage under the Note.

directed payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under any

refunded to Borrower. Lender may choose to make this refund by reducing the principal under the Note or by making a

charge to the principal him; and (d) any sums already collected from Borrower which exceed payment liability will be

with the loan exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce

charges, and this law may be interpreted so that the interest or other loan charges collected or to be collected in connection

13. Loan Charges. If the loan secured by this Security instrument is subject to a law which sets maximum loan

Borrower's concern.

lender or make any accommodation with regard to the terms of this Security instrument or the Note without him

sums secured by this Security instrument, and (c) agrees to Lender and any other Borrower any liability.

Borrower's interest in the Property under the terms of this Security instrument (b) is not paid the

lender but does not exceed the Note: (a) is contingent, this Security instrument only to mitigate, prevent and ensure that

paragraph 17. Borrower's coverances and agreements shall be joint and several. Any Borrower who co-signs this Security instrument shall bind and be liable for the same as well as Lender. Subject to the provisions of this

12. Successors and Assigns: Jointly and Severally: Co-signers. The co-signers and agreeements of this

possible the due date of the monthly payments referred to in paragraphs 1 and 2 of change the amount of such payments.

Lender and Borrower otherwise agree in writing, my application of proceeds to principal shall not exceed or

amount accrued by the Security instrument, whether or not due.

10. Condemnation. The proceeds of any award of 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

assessed and shall be paid to Lender.

# UNOFFICIAL COPY 8826593

applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of collection.

**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.

# UNOFFICIAL COPY

Form 3014-9/90  
7/2000/050

9882593

TEN 18766 (940)

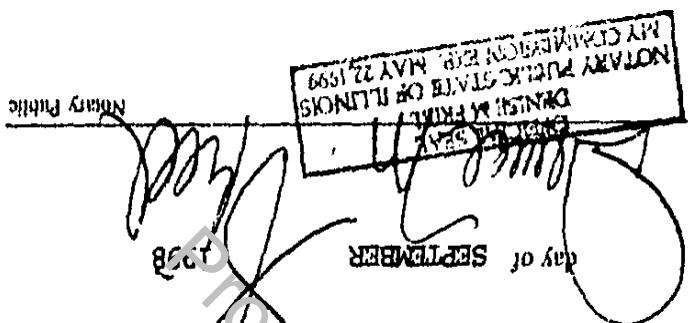
10/2000/01-0193

BURR RIDGE, IL 60521

(Address) 800 BURR RIDGE PARKWAY,

(Name) STANDARD FINANCIAL MORTGAGE CORPORATION,

This instrument was prepared by



My Commission expires:

Given under my hand and official seal, this 9TH

of

day of SEPTEMBER

and delivered to the foregoing instrument, appeared before me this day in person, and acknowledged that THE above described to the said instrument, agree, for the uses and purposes herein set forth.

, personally known to me to be the same person(s), whose name(s) IS

I, DENISE M. FREI, JUDITH MANN, DIVORCED AND NOT REMARRIED do hereby certify that , a Notary Public in and for said County and State;

STATE OF ILLINOIS.

COOK County as:

<p><u>(Seal)</u> Borrower Denise M. Frei</p> <p><u>(Seal)</u> Borrower Judith Mann</p> <p><u>(Seal)</u> Borrower Denise M. Frei</p>	<p><u>(Seal)</u> Borrower Judith Mann</p> <p><u>(Seal)</u> Borrower Denise M. Frei</p>
---	--

Witness:

Winnick

BY SIGNING BELOW, Borrower accepts and agrees to the terms and coverments contained in pages 1 through 6 of this Security instrument and to any rider(s) executed by Borrower and recorded with it.

Other(s) (specify)

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider          | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider                    | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |

(Check applicable box(es))

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

# UNOFFICIAL COPY

98826593

## ADJUSTABLE RATE RIDER (1 Year Treasury Index · Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 9TH day of SEPTEMBER, 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 Adjustable Rate Note (the "Note") to

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

4602 S ROCKWELL  
CHICAGO, IL 60632  
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.7500 %. The Note provides for changes in the interest rate and the monthly payments, as follows.

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may change on the first day of OCTOBER, 2003 and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

#### (C) Calculation of Changes

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

TWO AND SEVEN EIGHTHS

percentage points (2.8750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

MULTISTATE ADJUSTABLE RATE RIDER · ARM 5-2 · Single Family · Fannie Mae/Freddie Mac Uniform Instrument  
Form 3111 3/85

# UNOFFICIAL COPY

~~98826593~~

Page 111

(Sign Original Only)

גְּדוֹלָה  
בְּאֵשׁ

Bartowcr  
(Scu)

Bouton  
(Sect.)

Borrower

Hortowicz

-BOSTON

~~WWWW HXICOR~~

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions, outlined in pages [REDACTED]

If Leender exercises the option to require immediate payment in full, Leender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice of acceleration 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, Leender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

To the extent permitted by applicable law, under may charge a reasonable fee as a condition of my continued stay in this country, notwithstanding my residence in another country.

If 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 law as of the date of this security instrument. Lender also shall not exercise this option if federal law or the laws of the state in which Borrower resides prohibit such action; provided that if Lender exercises this option, it shall not be liable to Borrower for any damages resulting from such exercise.

Upon whom Comes the Security Instrument is amenable to record as follows:

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

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

have received the notice.

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

(e) Effective Date of Changes

The interest rate I am required to pay in the first change will not be greater than 8.7500 % or less than 4.7500 %. Therefore, my interest rate will never be increased or decreased on any single change than 4.7500 %. My interest rate will never be greater than 2.7500 %.

(D) LUMINESCENT RATE CHANGES

# UNOFFICIAL COPY 88826593

## 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 9TH day of SEPTEMBER, 1990, 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 STANDARD FINANCIAL MORTGAGE CORPORATION

(the "Lender")

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

4602 S. ROCKWELL  
CHICAGO, IL 60632

[Property Address]

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

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

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make 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 lease hold.

**UNOFFICIAL COPY**

(continued from previous page)

66/0-1907000115  
(P.M.) 2004-09-11

06/6 04113 00000

Original Source

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Attorney \_\_\_\_\_ Attorney \_\_\_\_\_  
(Sign) (Sign)

**SHOWER** \_\_\_\_\_ **SHOWER** \_\_\_\_\_  
**(Sew)** \_\_\_\_\_ **(Sew)** \_\_\_\_\_

JUDY LYNNE HANNAH

**BY SIGNING BELOW, I AGREE TO THE TERMS AND CONDITIONS CONTAINED IN PAGE 1**

which Leander has an interest, shall be a breach under the Security Interest and Leander may invoke any of the remedies permitted by the Security Instrument.

1. CROSS-DEFALKT PROVISION. Batteries, default or breach under any note or agreement in the past in full.

Lender, or Lender's agent or a jointly held appointment as co-custodian, shall not be required to enter upon, and take possession of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or any agent or a jointly held appointment as co-custodian, may do so at any time when a default occurs. Any application of Rent shall not give or waive any default or liability for any other right of remedy of Lender. Any assignment of Rent shall terminate when all the rents accrued by the Security instrument

Barrower representations and warranties that Barrower has not executed any prior assignment of the Revenues and has not and will not perform any act that would prevent Leadco from exercising its rights under this

independence of Borrower to lend secured by the Security Instrument pursuant to Uniform Covenant 7.

If the Remains of the Property are not sufficient to cover the costs of taking control of and managing the property and of collecting the rents and charges expended by Landlord for such purposes shall become as follows:

If Lender gives notice of breach to Borrower; (ii) all Rentals received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the Secuity Instrument; as Lender shall be entitled to collect and receive all of the Rentals of the Property; (iii) Borrower agrees that Lender shall be entitled to collect and receive all of the Rentals of the Property; (iv) unless applicable law provides otherwise, all Rental collected by Lender or Lender's assignee upon Lender's written demand to the tenant; (v) unless applicable law provides otherwise, all Rental collected by Lender or Lender's assignee upon Lender's written demand to the tenant; (vi) Lender shall pay all Rentals due and unpaid to Lender or Lender's assignee upon Lender's written demand to the tenant; (vii) Lender shall be entitled to take control of and manage the Property and collect rents therefrom; (viii) Lender shall be entitled to receive any amounts received by the Secuity Instrument; as Lender shall be entitled to receive any amounts received by the Secuity Instrument; and (ix) Lender shall be entitled to receive any amounts received by the Secuity Instrument.

disagreements and not on an expansionism for added material security only.