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Cook County Recorder

39.50

CST 9179477

Prepared by:

Michael J. Bode

of FHB Funding Corp.

250 Old Country Road, Suite 201

Mineola, New York 11501

MORTGAGE

THIS MORTGAGE ("Security Instrument") is made January 15, 1998, between the Mortgagor Frank Capoccia and Senia Capoccia, whose marital status is MARRIED TO EACH OTHER and whose address is 12112 Venetian Way, Orland Park, IL 60462 (herein "Borrower"), and the Mortgagee, FHB Funding Corp. (IL), which is organized and existing under the laws of New York, and whose address is Two TransAm Plaza, Suite 105, Oakbrook Terrace, IL (herein "Lender")

WHEREAS, Borrower is indebted to Lender in the principal sum of sixty thousand and 00/100 dollars (U.S. \$ 60000.00), together with interest, which indebtedness is evidenced by Borrower's note dated January 15, 1998 (the "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 15, 2028.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; extensions and renewals of the Note; the payment of all other sums, with interest thereon, advanced in accordance with this Security Instrument to protect the security of this Security Instrument; and the performance of the covenants and agreements of Borrower contained in this Mortgage, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in Cook County, ILLINOIS:

PIN # 17-20-417-013

De reg # 95355415

SCHEDULE A - PROPERTY DESCRIPTION

Lot 1 in the subdivision of Lot 8 in the subdivision of the North 1/2 of Block 10, in Walsh and McMullen's Subdivision of the South 3/4 of the Southeast 1/4 of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Note for information only:
Common Address: 1157 W. 19th St., Chicago, IL 60608

Frank Capoccia

Sonia Capoccia

Said premises also known as street number 1157 W. 19th St., Chicago, IL 60608.

Said premises being and intended to be the same premises conveyed to the Mortgagor(Trustor) by deed

SEE "SCHEDULE A - LEGAL DESCRIPTION" annexed hereto and made a part hereof being the same property commonly known as: 1157 W. 19th St., Chicago, IL 60608 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and rents, all of which shall be deemed to be and remain a part of the property covered by this Security Instrument. All of the foregoing, together with such property (or the leasehold estate if this Security Instrument is on a leasehold) are called the "Property".

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal and interest indebtedness and all other charges evidenced by the Note.

2. **Funds for Taxes and Insurance.** If required by Lender and, subject to applicable law, Borrower shall pay to 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 and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 18, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** All payments of principal and interest received by Lender shall be applied as provided in the Note. If Borrower owes Lender any late charges, or other fees or charges ("other charges"), they will be payable upon demand of Lender. Unless prohibited by law, the application of payments may be affected by the imposition of other charges. Therefore, payments of other charges, whether paid to Lender in addition to the monthly payment or separately, will be applied in a manner at the absolute discretion of the Lender. Borrower agrees that Lender may apply any payment received under Paragraphs 1 and 2, either first to amounts payable under Paragraph 1, or first to amounts payable under Paragraph 2.

proceedings regarding the Property. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, then Lender is authorized to collect and apply the insurance proceeds at Lender's option either for restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

6. **Preservation and Maintenance of Property; Leasehold; Condominium; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit nor permit waste or impairment or deterioration of the Property. Borrower shall not do anything affecting the Property that is in violation of any law, ordinance or government regulation applicable to a residential property, and Borrower shall comply with the provisions of any lease if this Security Instrument is on a leasehold. If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

Unless Lender and Borrower otherwise agree in writing, all awards, payments or judgments, including interest thereon, for any injury to or decrease in the value of the Property received by Borrower will be used to restore the Property or applied to the payment of sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. 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. Borrower agrees that in the event an award, payment or judgment includes compensation for both injury or decrease in the value of the Property and compensation for any other injury or loss, the total amount of such award, payment or judgment shall be deemed compensation with respect to the Property and Borrower hereby consents to Lender's intervention into any

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. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, then Lender is authorized to collect and apply the insurance proceeds at Lender's option either for restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

7. **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," flood and any other hazards as Lender may require, from time to time, and in such amount and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided that such approval shall not be unreasonably withheld. If Borrower fails to maintain the coverage described above, Lender may, at its option, obtain coverage to protect its rights on the Property in accordance with paragraph 8. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument. If any insurance proceeds are made payable to Borrower, Borrower shall promptly pay such amounts to Lender, including, without any limitation, the endorsement to Lender of any proceeds made by check or other draft.

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.

8. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument, if any, including Borrower's covenants to make payments when due. Borrower shall pay of cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any.

meanings.

Lender may accept partial payments from Borrower, without waiving or forfeiting any of its rights under this Security Instrument or under the Note even if such payments are noted as a payment in full, or with a notation of similar meaning.

12. **Borrower Not Released; Forbearance by Lender Not a Waiver; Acceptance of Partial Payment.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or may refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender on one or more occasions in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the later exercise of that or any other right or remedy.

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 such payments.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or the sums secured by this Security Instrument, whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that no condemnation offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

in which the fair market value of the property immediately before the taking is less than the amount of the sums secured by this Security Instrument immediately before the taking, the proceeds shall be paid to Borrower. In the event of a partial taking of the Property, (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, shall be reduced by the amount of the proceeds multiplied by the following fraction:

which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in the event of a total taking of the property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

then which has priority over this Security Instrument.

11. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a

10. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor as related to Lender's interest in the Property.

9. **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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement of applicable law.

Any amounts disbursed by Lender under this paragraph 8 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 demand of Lender.

8. **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, 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, entering on the Property to make repairs or abate nuisances. Although Lender may take action under this paragraph 8, Lender does not have to do so. The right of Lender to protect Lender's rights in the Property shall include the right to obtain a Borrower's expense, property inspections, credit reports, appraisals, opinions of value or other expert opinions or reports, unless prohibited by law.

7. **Loan Application Process.** Borrower shall be in default under this Security Instrument, if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide the loan evidenced by the Note.

Lender with any material information directly bearing on Lender's decision to extend credit to Borrower), in connection with the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide the loan evidenced by the Note.

to the completion of any foreclosure. attorneys' fees, court costs, and costs of documentary evidence, abstracts and title reports, even if the breach is cured prior applicable law. Lender shall be entitled to collect all expenses of foreclosure, including, but not limited to, reasonable further demand and may foreclose this Security Instrument by judicial proceeding and any other remedies permitted by Lender's option may declare all of the sums secured by this Security Instrument to be immediately due and payable without Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at right to bring a court action or to assert in the judicial proceeding the nonexistence of a default or any other defense of the notice shall further inform Borrower of the right to reinstate this Security Instrument after acceleration and the proceeding or advertisement and sale of the Property.

18 **Acceleration Remedies** Except as provided in Paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Security Instrument, including the covenants to pay when due any sums secured by this Security Instrument, Lender prior to acceleration shall give notice to Borrower as provided in Paragraph 14 hereof specifying: (1) the breach; (2) the action require to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach 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 or advertisement and sale of the Property.

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.

17. **Transfer of the Property of 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.

16. **Borrower's Copy.** Borrower shall be furnished a copy of the Note and of this Security Instrument at the time of execution or after recordation hereof.

15. **Governing Law; Severability.** The state and local laws applicable to this Security Instrument shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Security Instrument. In the event that any provision of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Notices.** Except for any notice required under applicable law to be given in another manner: (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing such notice by first class mail addressed to the Property Address or to such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Successors and Assigns Bound; Joint and Several Liability; Signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who signs this Security Instrument, but does not execute the Note: (a) is signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Security Instrument; (b) is not personally liable on the Note or under this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forfeit or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

Unless Borrower provided Lender with evidence of the insurance coverage required by this Security Agreement, Lender may purchase insurance at Borrower's expense to protect Lender's interest in the Property. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the Property. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by this Security Instrument.

INSURANCE COVERAGE NOTICE

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders(s) executed by Borrower simultaneously herewith and attached hereto.

23. Waiver of Homestead. Borrower waives all rights of homestead exemption to the Property.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release the Security Instrument. Borrower shall pay any release fees and costs of recordation unless applicable law provides otherwise.

As used in this Paragraph 21, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, oil, flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 21, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

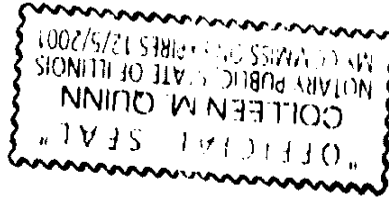
Hazardous Substances on or in the Property. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental 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 for normal residential uses and for maintenance of the Property.

Hazardous Substances. 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 has, 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.

21. 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 for normal residential uses and for maintenance of the Property.

20. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 18 hereof or abandonment of the property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under Paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property, and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Lender and the receiver shall be liable to account only for those rents actually received.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Security Instrument due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Security Instrument discontinued at any time prior to the expiration of ninety(90) days (or such other period as applicable law may specify for reinstatement) from the date Borrower has been served with summons or by publication or has otherwise submitted to the jurisdiction of the court in which such proceedings will begin, if: (a) Borrower pays Lender all sums which would be then due under this Security Instrument and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Security Instrument; (c) Borrower pays all reasonable attorneys' fees, trustees' fees and court costs; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unimpaired. Upon such payment and cure by Borrower, this Security Instrument and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. This right to reinstate shall not apply, however, in the case of acceleration pursuant to Paragraph 17.



Record and return to:
FHB Funding Corp.
Attn: Packaging and Recording Dept.
250 Old Country Road, Suite 201
Mineola, New York 11501

Property of Cook County Clerk's Office

My Commission Expires: 12-5-2001

Notary Public

Given under my hand and official seal January 15, 1998.

and purposes therein set forth.
in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses
known to me to be the same person(s) whose names) subscribed to the foregoing instrument, appeared before me this day
Frank Capocera and Sonia Capocera, whose marital status is: Married to each other and who is personally
I, Colleen M. Quinn, a Notary Public in and for said county and state do hereby certify that

STATE OF ILLINOIS, MASSACHUSETTS
Cook

[ADDRESS]

(Witness)

Sonia Capocera, Borrower
(Seal)

[ADDRESS]

(Witness)

Frank Capocera, Borrower
(Seal)

If Lender purchases insurance for the Property, Borrower will be responsible for the costs of that insurance, including interest
and any other charges Lender may impose in connection with placement of the insurance until the effective date of the
cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance
or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on
Borrower's own.

Instrument pursuant to paragraph 8 of the Security Instrument. If the Kents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Kents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to paragraph 8 of the Security Instrument.

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

upon Borrower's default under or breach of the Security Instrument or the Note. This assignment of Kents constitutes an absolute assignment and not an assignment for additional security only. agent. This assignment of Kents constitutes an absolute assignment and not an assignment for additional security only. Lender has given notice to the tenant(s) that the Kents are to be paid to Lender or Lender's under the Security Instrument or Note and (ii) Lender has given notice to the tenant(s) that the Kents are to be paid to Lender or Lender's shall pay the Kents to Lender or Lender's agents. However, Borrower shall receive the Kents until (i) each time as Borrower has defaulted of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Kents, and agrees that each tenant of the Property and unconditionally assigns and transfers to Lender all the rents and revenues ("Kents") of the Property, regardless of to whom the Kents

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

E. 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 E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

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

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.

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.

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

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

THIS MULTI-FAMILY RIDER is made January 15, 1998, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Instrument of the same date and covering the Property described ("Borrower") to secure Borrower's Note to FHB Funding Corp. (LLC) (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 1157 W. 19th St., Chicago, IL 60608 (Property Address).

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Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents (except in connection with an Approved Senior Security Instrument, which is defined as a party to whom Borrower makes payment of such Escrow Items as the holder or servicer of a mortgage encumbering the Property which has priority over this Security Instrument and which was approved by Lender at the time of origination of this Security Instrument, 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 any default by Borrower under the Security Instrument or Note. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default by Borrower under the Security Interest or Note 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 irrevocably paid in full.

(Seal)
(Borrower)

(Seal)
(Borrower)

(Seal)
(Borrower)

Property of Cook County Clerk's Office