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DEPT-01 RECORDING

T#0009 TRAN 1700 03/17/98 11:07:

\$6884 \$ CG #-98-2087

COOK COUNTY RECORDER

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PLEASE RETURN RECORDED MORTGAGE TO: A Neighborhood Linding Services, Inc.

747 N. MAY, CHICAGO, IL 60622

× FD1-12-0617

### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on \_March 13, 1998. mortgagor is Adonya N. Little and William A. Little, Jr., her husband ("Borrower"). This Security instrument is given to Neighborhood Lending Services, which is organized and existing under the laws of Illinois, and whose address is 747 North May, Clicago, IL 60622 ("Lender"). Borrower owes Lender the principal sum of One Hun 1red Five Thousand Six Hundred and 00/100 Dollars (U.S. \$ 105,600.00 ). 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 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) che 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 bender the following described property located in Cook County, Illinois:

LOT 6 IN BLOCK 3 IN RESUBDIVISION OF BLOCKS 1 TO 5 AND VACATED ALLEYS IN LANSINGH'S SECOND ADDITION TO CHICAGO, A SUBDIVISION OF LCTS 2, 3, 4, 17, 18, AND 19 (EXCEPT THE WEST 146.17 FEET OF SAID LOTS 4 AND 17) IN J. H. KEDZIE'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH,

Permaner: Tax ID # 16-23-314-047-0000

which has the address of 1818 South Millard , Chicago , Illinois 60623

("Property Address"); ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TOCIETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

all slaims and demands, subject to any encumbrances of record.

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

UNITFORM COVENINTS. Borrower and Lender covenant and agree as follows:

- 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.
- Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Norrower 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; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Item:." 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 appl cable 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

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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 sursecured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held applicable law, Lender shall account to Borrower for the excess funds 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 Item when due, Lender may so notify Borrower in writing, and, in such cas Borrower shall pay to Lender the amount necessary to make up the deficiency Borrower shall make up 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, Lende shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, 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 the

Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first to any prepayment charges due under the Note; second, to amounts payablunder paragraph 2; third, to interest due; fourth, to principal due; and

last, to any late charges due under the Note.

4. Charges; Liens. Porrower shall pay all taxes, assessments, charges fines and impositions actributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, any. Borrower shall pay these obligations in the manner provided in paragrap 2, or if not paid in that manner, Borrower shall pay them on time directly the person owed payment. Borrower shall promptly furnish to Lender a notices of amounts to be paid unter this paragraph. If Borrower makes the payments directly, Borrower shall promptly furnish to Lender receipt

evidencing the payments.

Borrower shall promptly discharge any lien which has priority over the Security Instrument Unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (a) connests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender magive Borrower a notice identifying the lien. Borrower shall satisfy the lie 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 nexisting or hereafter erected on the Property insured against loss by fir hazards included within the term "extended coverage" and any other hazard including floods or flooding, for which Lender requires insurance. The insurance shall be maintained in the amounts and for the periods that Lend requires. The insurance carrier providing the insurance shall be chosen Borrower subject to Lender's approval which shall not be unreasonab withheld. If Borrower fails to maintain coverage described above, Lender mat Lender's option, obtain coverage to protect Lender's rights in the state of the state

Property in accordance with paragraph 7.

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

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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 proceed shall be applied to restoration or repair of the Property damaged, if th restoration or repair is economically feasible and Lender's security is no lessened. If the restoration or repair is not economically feasible o Lender's security would be lessened, the insurance proceeds shall be applie 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 doe not answer within 30 days a notice from Lender that the insurance carrier ha 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 sum secured by this Security Instrument, whether or not then due. The 30-da period will begin when the notice is given.

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

acquisition.

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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 bixty day after the execution of this Security after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principa

residence for at least one year after the date of occupancy, unless Lender otherwise agree in writing, which consent shall not be unreasonably withheld, or unles extenuating circumstances exist which are beyond Borrower's control. Borrowe shall not destroy, damage or impair the Property, allow the Property t deteriorate, or commit waste on the Property. Borrower shall be in default i any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Propert or otherwise materially impair the lien creeced by this Security Instrument or Lender's security interest. Borrower may cure such a default an 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 of Lender's security interest. Borrower shall also be in default if Borrower during the loan application process, gave materially talse or inaccurat information or statements to Lender (or failed to provide Lender with an material information) in connection with the loan evidenced by the Note including, but not limited to, representations concerning Borrower' occupancy of the Property as a principal residence. If this Securit Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehol and the fee title shall not merge unless Lender agrees to the merger writing.

7. Protection of Lender's Rights in the Property. If Borrower fails perform the covenants and agreements contained in this Security Instrument or there is a legal proceeding that may significantly affect Lender's right in the Property (such as a proceeding in bankruptcy, probate, for (such as a proceeding in bankruptcy, probate, condemnation or forfeiture or to enforce laws or regulations), then Lend may do and pay for whatever is necessary to protect the value of the Proper

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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 be 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 of 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 gost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insure: approved by Lencer. If substantially equivalent mortgage insurance coverage is not available, Sorrower 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 as obtained. Ecrrower 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.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in Linu of condemnation, are hereby

assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not the due, with any excess paid to Borrower. In the event of a partial taking of the Property in 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 immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lende 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.

If the Property is abandoned by Borrower, or if, after notice by Lender t Borrower that the condemnor offers to make an award or settle a claim fo damages, Borrower fails to respond to Lender within 30 days after the dat

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

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

such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 or Borrower's algoessors in interest. Any forbearance by Lender in exercising any right or remady shall not be a waiver of or preclude the exercise of any right or remedy

12. Successors and Assigns Bound, Joint and Several Liability, Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Distrument; and (c) agrees that Lender and any Borrower may agree to extend, modify, forbear or other accommodations with regard to the terms of this Security Instrument or the

note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the priccipal owed under the Note or by making a diract payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to 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.

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 or this Security Instrument and the Note are declared to be severable.

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UNOFFICIAL COPY
Borrower's Copy. Borrower shall be given one conformed copy of

16.

Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. I or any part of the Property or any interest in it is sold or transferre if a beneficial interest in Borrower is sold or transferred and Borrower not a natural person) without Lender's prior written consent, Lender ma its option, require immediate payment in full of all sums secured by Security Instrument, However, this option shall not be exercised by Lend exercise is prohibited by federal law as of the date of this Sec Instrument.

If Lender exarcises this option, Lender shall give Borrower notic acceleration. The notice shall provide a period of not less than 30 days the date the notice is delivered or mailed within which Borrower must pa sums secured by this Security Instrument. If Borrower fails to pay these prior to the expiration of this period, Lender may invoke any rempermitted by this Security Instrument without further notice or demand

Borrower,

Borrower's Right to Reinstate. If Borrower meets certain condit Borrower shall have the right to have enforcement of this Security Instru discontinued at any time prior to the earlier of: (a) 5 days (or such period as applicable law may specify for reinstatement) before sale of Property purmuant to any power of sale contained in this Security Instru (b) entry of a midgment enforcing this Security Instrument. conditions are that Borrower: (a) pays Lender all sums which then would due under this Security Instrument and the Note as if no acceleration occurred; (b) cures any default of any other covenants or agreements pays all expenses incurred of enforcing this Security Instrument, inclubut not limited to, reasonable attorneys's fees; and (d) takes such acti Lender may reasonably require to assure that the lien of this Sec Instrument, Lender's rights in the Property and Borrower's obligation t the sums secured by this Security Instrument shall continue unchanged, reinstatement by Borrower, this Security Instrument and the obligated hement shall remain fully effective as if no acceleration occurred, Fowever, this right to remaine shall not apply in the care acceleration under paragraph 17.

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

information required by applicable law.

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

Borrower shall promptly give Lender written notice of any investig claim, demand, lawsuit or other action by any governmental or regu agency or private party involving the Property and any Hazardous Substa

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Property of Cook County Clerk's Office

Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal yor 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 the 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 heath, 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 hotice shall further inform Borrower of the right to reinstate after addeleration 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 couts of title evidence.

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

Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption

in the Property.

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

[Check applicable box(es)]

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litnesses:	Sund hat	Y(Seal)
	Adonya N. Little	-Borrower
	U Selan Jaril A	(Seal)
600	William A. Little, Jr.	-Borrower
Ope		98
	<b>/</b>	98208729
STATE OF Illinois }	Co	77.2
COUNTY OF Cook	ss:	
LAMA TYRKELL	, a Notary Public in an	nd for said county and sta
to hereby certify that Adonya N. Lit before we and is (are) known or pro- contents of the foregoing instrument, lee their free and voluntary act and surposes and uses therein set forth.	ved to be the person(s)	who, being informed of
itness my hand and official seal this	1 13th day of March,	198
y Commussion Expires:	Kerda 1	(SE)
"OFFICIAL SEAL" LINDA TYRRELL Notary Public, State of Illinois My Commission Expires 7/8/01		Notary Public

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### 1-4 FAMILY RIDER Assignment of Rents

FD1-12-0617

THIS 1-4 FAMILY RIDER is made this 13th day of March, 1998, and is incorporated into and shall be deemed to amend and supplement the Martgage, 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 NHIGHBOWHOOD LENDING SERVICES, (the "Lender") of the same date and covering the Property Asserbed in the Security Instrument and located at:

1818 South Millard, Chicago, IL 60623

(Property Address)

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrows 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 material, appliances and goods of every nature whatsoever now or hereafter located in, or used, or intended to be used in connection with the Property, including, ort 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 hosters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposers, washers, dryers, awning, storm windows, storm doors, screens, blinds, shades, cyctains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hemeafter 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 entate if the Security Instrument is on a leasehold) are referred to in this 1-4 (amily Rider and the Security Instrument as the "Property."
- H. 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.

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- 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.
  - #. "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.
- O. 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 mein "sublease" if the Security Instrument is on a leasehold.
- H. ASSIGNMENT OF RENTS: APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Bo:rower absclutely 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 Londer 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 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 Bourower 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 agreen that each tenant of the Property shall pay all Renth due and unpaid to Lender or Lender's agents upon Lender's written demand to the terart; (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 and ranaging the Property and collecting the Rents, including, but not limited to, attorney's fers, 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 re-reliver 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.

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, Borrowir accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

-Borrower Adonya N. Little

-Borrower William A. Little, Jr.

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HEIGHBORHOOD LENDIN HEIGHBORHOOD HOUSIN 747 N. MAY, CHICAGO 9/312-738-2227 • FA	G SERVICES OF CHICAGO, INC.
WHEN RECORDED M NEIGHBORHOOD HO 747 N. MAY CHICAGO, IL 60	AIL TO: USING SERVICES

FD1-12-0617

### OWNER OCCUPANCY RIDER

This Owner Occupancy Rider is made this 13th day of March, 1998, and is incorporated into and shall be deemed to amend and supplement the Deed of Trust (the "Security instrument") of the same date given by the undersigned who will occupy the property (the "Occupant") to secure (coupant's Note (the "Note") to Neighborhood Lending Services, Inc. (the "Lender") of the same date and covering the property described in the Security instrument and located at:

1818 South Millard, Chicago IL 60623
Property Address

Additional Covenants in addition to and notwithstanding any other covenants and agreements in the Security instrument, Occupant and Lerder further covenant and agree as follows: Occupant agrees to occupy the above referenced property as Occupant's permanent residence and will continue to do so for at least 5 vears.

It is fully understood that Occupant's failure to occupy the property as Occupant's primary residence during the  $\frac{5}{2}$  vears will be considered a breach of Occupant's obligation, and the Lender may then either (1) increase the interest rate to the then prevailing interest rate for investor loans made by the Lender, or (2) declare the outstanding principal balance and any accrued unpaid interest due and payable in full under the provisions of the Security instrument.

If the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association or Residential Funding Corporation acquires ownership of all or some of the rights of the Lender under the Note and the Security instrument, the promises and Lytaements in this Owner Occupancy Rider Shall not be in effect during such ownership. If, therefiter the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association or Residential Funding Corporation should transfer back such rights under the Note and Security Instrument to the Lender or Lender's successors or assigns in interest, the provisions of this Owner Occupancy Rider shall thereupon be reinstated.

In Witness whereof, Occupant has executed this Owner Occupancy Rider.

Nac de State	(SEAL)
Adonya-N. Little	
William A. Little, Jr.	(SEAL)

Revised 8/95 (cpr)