

BOX 158

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1999-07-20 09:47:43
Cook County Recorder 39.00

AFTER RECORDING MAIL TO:

LINCOLN PARK SAVINGS BANK
1946 West Irving Park Road
Chicago, Illinois 60613



99691818

AP# RATIGAN - 8412
LN# 0100008680-0

[Space Above This Line For Recording Data] *10 AM*

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 19, 1999. The mortgagor is Aidan Ratigan,* A Married Man and Patrick Barrett, A Married Man
A/K/AIDAN M. RATIGAN

("Borrower"). This Security Instrument is given to Lincoln Park Savings Bank, A Savings Bank, which is organized and existing under the laws of the State of Illinois, 1946 West Irving Park Road, Chicago, IL 60613 ("Lender"). Borrower owes Lender the principal sum of One Hundred Sixty Five Thousand Dollars and no/100 (U.S. \$ 165,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 1, 2002. 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 67 IN DICKINSON PARK SUBDIVISION No. 2 OF THE SOUTH 176 FEET OF THE WEST 830 FEET OF THE EAST 3/4 OF LOT 12 IN SCHOOL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COO COUNTY, ILLINOIS P.I.N.
13-16-427-030-0000

THIS IS NOT HOMESTEAD PROPERTY.

which has the address of
Illinois 60641 [ZIP CODE]

5006 W. Irving Park Rd. ,
[STREET]

("Property Address");

Chicago ,
[CITY]

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FORM 3014 9/90

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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 up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceeds the amounts permitted to be held by applicable law, Lender shall report to Borrower in writing, and, in such case Borrower shall give to Lender the funds secured by this Security instrument.

The Funds are pledged as additional security for all sums secured by this Security instrument.

the Funds was made. The Funds are paid on the Funds and debts to the Funds and the purpose for which each debt to accounting of the Funds, showing credits and debts to the Funds and the purpose for which each debt to that interest shall be paid on the Funds. Lender shall give to Borrower, without writing, however, pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, unless an agreement is made or applicable law requires to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds, unless a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless provides otherwise. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax unless Lender pays Borrower interest on the Funds and applies law permits it to make such a charge.

Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding Bank, Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding instruments, or entity (including Lender, if Lender is such an entity) or in any Federal Home Loan instrumentality, or agency (including Lender, if Lender is such an agency) or in any Federal agency.

The Funds shall be held in an institution whose depositors are insured by a federal agency, expenses of future Escrow Items or otherwise in accordance with applicable law.

U.S.C. § 2601 et seq. ("RESPA"), unless another law applies to the Funds lessor amount. If so, Lender may, at any time, collect and hold Funds in an account not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of maximum amount a lender may, at any time, collect and hold Funds in an account of 1974 as amended from time to time, 12 account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 maximum amount a lender may, at any time, pay for a federally related mortgage loan may require for Borrower's Escrow called "Escrow Items." Lender may, in lieu of the payment of mortgagel premiums, These items are the provisions of paragraph 8, in any sums payable by Borrower to Lender, in accordance with mortgage insurance premiums, if any; (d) yearly flood insurance premiums, if any; (e) yearly early hazard or property insurance premiums; (f) yearly leasehold payments or ground rents on the Property, if any; instrument as a lien on the Property; (g) yearly leasehold payments or ground rents on the Property, if any; full, a sum ("Funds") for: (a) early taxes and assessments which may attain priority over this Security 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) early taxes and assessments which may attain priority over this Security.

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.

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

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.

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 will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

TOGETHER 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 replacement covenants shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".

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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 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 this 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 payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests 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 an 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 may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not 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 replace 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.

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Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Inspection. Lender or his agent may make reasonable entries upon and inspections of the

Property, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss Borrower shall pay an insurer approved by Lender again becomes available and is cited.

Lender (reduces) provided by an insurance coverage in the amount and for the periods that required, at the option of Lender, if mortgage insurance coverage is not available during paid by these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium paid by Borrower when the insurance coverage lapses or ceases to be in effect. Lender will accept, use and retain Lender. If substantial mortgage insurance coverage is not available Borrower shall pay to Lender of the mortgage previously in effect, from an alternate mortgage insurer approved by Borrower to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Lender each month to be in effect, Borrower shall pay the premiums required to obtain coverage substantially ceases to be in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or insurance in effect, unless Borrower shall pay the premiums required to maintain the mortgage secured by this Security instrument, Borrower shall pay the premium required to maintain the mortgage instrument, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance is true as a condition of making the loan secured by this Security instrument, Borrower shall become additional debt of Borrower 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.

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, probable, 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, appertaining in court, paying reasonable attorney 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.

Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the Borrower's occupancy of the Property as a principal residence. If this Security instrument is on a leasehold, connection with the loan evidenced by the Note, including, but not limited to, representations concerning information or statements to Lender (or failed to provide Lender with any material information) in shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate material to Lender or the lien created by this Security instrument or Lender's security interest. Borrower shall be liable if any forfeiture of the Property or otherwise impair the lien created by this Security instrument or Lender's security interest. Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other provided in Paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in 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 the Property, exist beyond Borrower's control. Borrower shall not destroy, damage or impair circumstances otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extending otherwise provides in writing, which consent shall not be unreasonably withheld, or unless Lender property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender resides within sixty days after the execution of this Security instrument and shall continue to occupy the property; Leaseshelds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence with the exception of this Security instrument and shall continue to occupy the property; Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseshelds.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseshelds. 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; Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseshelds.

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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 lieu 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 then 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 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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor 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 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 successors in interest. Any forbearance by Lender in exercising any right or remedy 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 Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any 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 principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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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 do not cause or permit the presence, use, or storage on the Property of small quantities of Hazardous substances that do not affect the Property.

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 notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments under this 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.

18. **Borrower's Right to Remedy.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) entry of a judgment enforcing days under this Note as if no acceleration had occurred; (c) pays all expenses incurred in enforcing this Security Instrument, any other covenants or agreements, (d) invokes any right to reinstate the Note as if no acceleration had occurred; (e) cures any default of this Security Instrument and the Note as if no acceleration had occurred; (f) pays Lender all sums which would be due under this Note as if no acceleration had occurred; (g) pays all sums secured by this Security Instrument to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument to provide a period of 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 to the exercise of this option. The notice shall be given to Lender if exercise is prohibited by federal law as of the date of this Security Instrument without further notice or demand on Borrower.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if Lender is prohibited by federal law as of the date of this Security Instrument to the exercise of this option in full of 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 to provide a period of 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 to the exercise of this option. The notice shall be given to Lender if exercise is prohibited by federal law as of the date of this Security Instrument without further notice or demand on Borrower.

16. **Borrower's Copy.** Borrower shall be given one controlled copy of the Note and of this Security Instrument. This Security instrument shall be given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which do not conflict with applicable law. Any notice given to Borrower or Lender shall be given to Borrower or Lender when given as provided in this paragraph.

14. **Notices.** Any notice to Borrower provided for in this Security instrument shall be given by deliverying 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.

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LN# 0100008680-0

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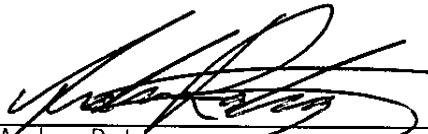
AP# RATIGAN - 8412

LN# 0100008680-0

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

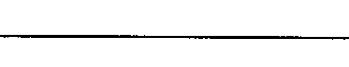

A/K/A AIDAN M. RATIGAN


Aidan Ratigan

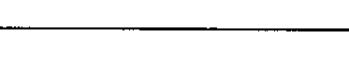
(SEAL)
-BORROWER


Patrick Barrett

(SEAL)
-BORROWER



(SEAL)
-BORROWER



(SEAL)
-BORROWER

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS

COOK County ss:

I, *the undersigned*, a Notary Public in and for said county and state do hereby certify that Aidan Ratigan and Patrick Barrett, *MARRIED MARRIED*
Aidan M. RATIGAN, MARRIED 1989
personally known to me to be the same person(s) whose name(s) *subscribed* to the foregoing instrument, appeared before me this day in person, and acknowledged that *they* signed and delivered the said instrument as *their* free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

19th July 1989

Notary Public

My commission expires: *3/4/01*





This instrument was prepared by: ZULEMA TEJEDA

Address: 1946 W. Irving Park Rd.
Chicago, IL 60613-2408

99691818
UNOFFICIAL COPY LOAN NO. 0100008680 - 0

1-4 FAMILY RIDER
Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 19th day of July, 1999, 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 Lincoln Park Savings Bank, A Savings Bank of the same date and covering the Property described in the Security Instrument and located at:

5006 W. Irving Park Rd., Chicago, IL 60641

[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, 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, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

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

E. "BORROWER'S RIGHT TO REINSTATE" DELETED Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

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- Borrower
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this I-4 Family Rider.

by the Security Instrument.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under the Security Instrument and Lender may invoke any of the remedies permitted has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted

to terminate when all the sums secured by the Security Instrument are paid in full.

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 or other charges on the Property shall become immediately due and payable to Lender. This assignment of Rents of the Property shall waive any default or invalidation of any other right or remedy of Lender. This assignment of Rents of the Property shall

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.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and Lender secures by the Security Instrument pursuant to Uniform Convention 7.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and Lender secures by the Security Instrument to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits

entitled to receive a receiver shall be liable to the sums secured by the Security Instrument; (v) Lender, or Lender's agents or any charges on the Property, and then to the sums secured by the Security Instrument; (vi) Lender, or Lender's agents and other fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other fees, premiums on receiving the Rents, including, but not limited to, attorney's fees, receiver's control of and managing the Property and collecting the Rents, including the costs of taking

law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all 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 Security Instrument; (i) all Rents received by Borrower shall be held by Borrower as trustee