UNOFFICIAL CO. 37001 18 001 Page 1 of

1999-01-19 09:02:43

Cook County Recorder

37.50





[Space Above This Line For Recording Data]

0981009552

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JANUARY 7TH, 1999
JOSE LUIS VERA AND MA ANDARNACION VERA, HUSBAND AND WIFE

. The mortgagor is

("Borrower"). This Security Instrument is given to MID AMERICA BANK, FSB.

which is organized and existing under the laws of

UNITED STATES OF AMERICA

and whose

address is

1823 CENTRE POINT CIRCLE

P. O. BOX 3142, NAPERVILLE, IL 60566-7142 ("Lender"). Borrower owes Lender the principal sum of

SEVENTY TWO THOUSAND NINE HUNDRED EIGHT: AND NO/100

Dollars (U.S. \$

72,980.00).

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 FEBRUARY 1, 2014

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:

Illinois: LOT 7 IN BLOCK 3 IN MORTON PARK LAND ASSOCIATION, A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

56428 292

P.I.N.#: 16281080190000

which has the address of

5513 W 23RD ST

[Street]

CICERO

[City]

Illinois

60804

[Zip Code] ("Property Address");

. ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 9/90 10411/95 page 1of 7

B

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 replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to montgage, 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.

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.

UNIFORM COVENANTS. 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.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender (in the Mote is paid in full, a sum ("Funds") for:

(b) yearly taxes and sessements which may attain priority over this Security Instrument as a lien on the Property;

yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood instrance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (@ any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. Those items are called "Escrow Items." Lender may, at any time, collect and hold Funds for 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. Section 2601 et 204. ("PESPA"), 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. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Ender 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 deposi's 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 Bonower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower to pay a one-time applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, applicable laws provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, agree in writing, however, that interest shall be paid on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds and the pinpose for which each debit to the sand accounting of the Funds, showing credits and debits to the Funds and the pinpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by his Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable lav, 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.

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; forth, to principal due; and last, to any late charges due amounts payable under paragraph 2; third, to interest due; forth, to principal due; and last, to any late charges due

under the Note.

1041 1/95 page 2 of 7

ŧ

9905 3861

UNOFFICIAL COPY

4. Charges; Liens. Berowel shall pay all taxes, assessments, charges, tines 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 insurand against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floous or flooding, for which the 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 by unreasonably withheld. If Borrower fails to maintain coverage described above, Lander 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 ry this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property of 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 paragraph 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 damages to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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

W

UNOFFICIAL COPY

99051864

7 to 4 aged 26\f f40f

interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in 11. Borrower Not Released; Forbearance By Lender Not A Waiver. Extension of the time for payment or

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

Property or to the sums secured by this Security Instrument, whether or not then due. notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to Security Instrument whether or not the sums are then due.

in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this less than the amount of the sums secured immediately before the taking, unless Borrower said Lender otherwise agree event of a partial taking of the Property in which the fair market value of the Property no nediately before the taking is (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds the sums secured by this Security Instrument immediately before the taking unless Borrower and Lender otherwise in which the fair market value of the Property immediately before the 'aking is equal to or greater than the amount of 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

assigned and shall be paid to the lender. 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

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

9. Inspection. Lender or its agent may male reasonable entries upon and inspections of the Property. Lender

ends in accordance with any written agreement netween Borrower and Lender or applicable law. to maintain mortgage insurance in effect of to provide a loss reserve, until the requirement for mortgage insurance by an insurer approved by Lender again secures available and is obtained. Borrower shall pay the premiums required the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided these payments as a loss reserve in list of mortgage insurance. Loss reserve payments may no longer be required, at paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, substantially equivalent is the cost to Borrower of the mortgage insurance previously in effect, from an alternate premiums required to oblain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the Security Instrument Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this

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

Although Lender may take action under this paragraph 7, Lender does not have to do so. Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security the Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the

Property (such as proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements

the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing. on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is interest. Lender shall not be required to commerce properdings against any successor in interest or refuse to extend time for payment of other ise picdify amortization of the stamp 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.
- 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.
- 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 slight not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- 16. Borrower's Copy. Borrower shall be given one confermed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If 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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) take such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and

paragraph 17. as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged.

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

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

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

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

NON-UNIFORM COVENANTS. Borrower and Lendor further coverant and agree as follows:

of title evidence, remedies provided in this paragraph 21, including, but not limited to, reasonable attornays' fees and costs Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the sums secured by this Security Instrument without further demand and may to eclose this Security or before the date specified in the notice, Lender at its option may require invocate payment in full of all of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the specified in the notice may result in acceleration of the sums secured by this Security Instrument, Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date the action required to cure the default; (c) a date, not less that 3) days from the date the notice is given to under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration 21. Acceleration; Remedies. Lender shall give no lice to Borrower prior to acceleration following

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

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

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

this Security Instrument.

7 to 8 ags 9 26\f 140f

UNOFFICIAL COPY 99051861

UNOFFICIAL COPY

99051864

[Check applicable box(es)]		\$	
Adjustable Rate Rider Graduated Payment Rider Balloon Rider VA Rider	Condominium Ride Planned Unit Deve Rate Improvement Other(s) [specify]	lopment Rider	1-4 Family Rider Biweekly Payment Rider Second Home Rider
BY SIGNING BELOW, Borrower accellinstrument and in any rider(s) executed by Witnesses:			s contained in this Security
Jose Luis Make	(Seal)		(Seal)
JOSE LUIS VERA	-Borrower	•	-Borrower
			(- 1)
MA ENCARNACIÓN VERA	(Seal)		(Seal) -Borrower
	-Borrower		-DOITOWEI
	(Seal)		(Seal)
	-Borrower		-Borrower
STATE OF ILLINOIS, that JOSE LUIS VERA AND MA ENC	i Notary Publ ARNACION VENA. HUS		y and state do hereby certify
		known to me to be	the same person(s) whose
subscribed to the foregoing instrument, a signed and delivered the said instrument			nowledged that The Y ct, for the uses and purposes
therein set forth.	7th	· Paulo	ug_ 1998
Given under my hand and official seal. My Commission Expires: OFFICIAL SEAL	, this / ~~~~3	day of proceedings	Pri
KRISTI J. RYAN	}	71.00.00	Notary Public
NOTARY PUBLIC, STATE OF IL			

THIS INSTRUMENT WAS PREPARED BY: KENNETH KORANDA 1823 CENTRE POINT CIRCLE P.O. BOX 3142 NAPERVILLE, IL 60566-7142 WHEN RECORDED RETURN TO: MID AMERICA BANK, FSB. 1823 CENTRE POINT CIRCLE P.O. BOX 3142 NAPERVILLE, IL 60566-7142



UNOFFICIAL COPY

99051864

**	4.1	T1 :				
Space	Above	I DIS	Line	Hor Rec	oraina	i)atai

1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this TH day of JANUARY , 1999 and is incorporated into an a shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrumer.(") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to MID AMERICA BANK, FSB.

(the "Lender")

date and covering the Property described in the Security Instrument and located at: 5513 W 23RD ST , CICERO IL 60804

[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, paneling and attached floor coverings now or hereafter attached to the Property. All of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."
- B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the charge. 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.

MULTISTATE 1-4 FAMILY RIDER
Fannie Mae / Freddie Mac Uniform Instrument FNMA 3170 9/90

-

1001 6/98 Page 1 of 2

JNOFFICIAL COPY 99051.884

- 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.

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

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 execution 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 or cars. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This as signment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in [4]!

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any rote 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, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family

X Inse Lucis Vera Seal -Borrower	Seal -Borrower	
Yma Encarnación releva Seal -Borrower	Seal -Borrower	
Seal -Borrower	Seal -Borrower	

MULTISTATE 1-4 FAMILY RIDER
Fannie Mae / Freddie Mac Uniform Instrument FNMA 3170 9/90