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Cook County Recorder

39.50



Prepared by: CUMTIMORTGAGE CORPORT TI

LOAM # UU08112625

PLEASE RETURN TO

CONTINEST

C/O CONTIMORTGAGE 3811 WEST CHARLESTON BLVD, SUITE 104

LAS VEGAS. NV 89102

THIS MORTGAGE ("Security instrument") is given of DONALD T SINGLETON and KATRINA SINGLETON / is

MORTGAGE

JANUARY 22, 1999

. The mortgagor is

and whose

("Borrower"). This Security Instrument is given to CONTIMORTCAGE CORPORATION

DELAWARE which is organized and existing under the laws of

address is 338 S. WARMINGTER ROAD, HATBORO, PA 19040-3430

("Lender"). Bramwer owes Lender the principal sum of

104,250.00 ). Dollars (J.S. \$ This debt is evidenced by Borrower's note deted the same date as this Security Instrument (Note"), which provides for monthly ONE HUNDRED FOUR THOUSAND TWO HUNDRED PIFTY & 00/100 payments, with the full debt, if not paid earlier, due and payable on January 22, 2014 Instrument secures to Lender. (a) the repayment of the debt evidenced by the Note, with interest, and all converse, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to retreet 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 heachy mortgage, grant and convey to Lender it e following describe: property located in

"A" TIBIRKS 203

Parcel 1D #:

9 T O 🛭

6546 S INGLESIDE

CHICAGO

[Street, City].

which has the address of

[Zip Code] ("Property Address").

ILLINOUS Single Family . FNMA/FHLMC UNIFORM INSTRUMENT Form 3014 9/90 Amended 5/91

VMP MORTGAGE FORMS - (800)521-7291

TOGETHER WITH all the improvements now or hereafter erected on the property, and all essements, 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 finegoing is referred to in this Security Instrument as the "Property." BORROWER COVENANTS that Borrower is lawfully soised 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.

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 its serance. Subject to applicable law or to a written waiver by Lender. Borrower shall pay to Lender on the day monthly payme is are due under the Note, until the Note is paid in full, a sum ("Funde") for: (a) yearly taxes and assessments which may attain rejectly over this Security Instrument as a lieu on the Property; (b) yearly leasehold payments or ground rents on the Property, it any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any: (e) yearly mortgage insurance pre nin no, it any; and (f) any sums payable by Borrower to Lander, in accordance with the provisions of paragraph 8, in her of the payment of mortgage insurance premiums. These items are called "Becrow Items." Lender may, at any time, collect and hold Fun is in in 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. Section 26(1 e seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and ho d Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current and reasonable estimates of expenditures of future Estrow Items or

The Funds shall be held in an institution whose deposits are included by a tederal agency, instrumentality, or entity (including Otherwise in accordance with applicable law. Lender, if Lender is such an institution) or in any Pederal Home wan Bank. Lender shall apply the Funds to pay the Escraw Items, Lender may not charge Borrower for holding and applying the Punds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funda paid applicable law permits Lender in 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 luan, 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 ar, interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Let uer s'all give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the process for which cash debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security I summent.

If the Funds held by Lender exceed the amounts permitted to be held by applicable here, I ender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law, if the amount of the Finds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so noutly Borrower in writing, or 1, in such case Borrower shall pay to Lender the amount necessary to make up the deliciency. Burrower shall make up the defining in no more than twelve

Upon payment in full of all sums secured by this Security Instrument. Lender shall promptly refund to Borrower any Funds monthly payments, at Lender's sole discretion. held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquire on sale of the Property, shall apply any Funda held by Lender at the time of acquisition or sale as a credit against the our a secured by this

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender un ter paragraphs I and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; Security Instrument. 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 texos, assessments, charges, lines 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 paul in that manner, Borrower shall pay them on time directly to the person owed payment. Burrower shall promptly furnish to Lender all notices of arrounts 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 manual 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 caforcement of the lien; or (c) secures from the bolder of the hen an agreement satisfactory to Lender subordinating the tien to this Security Instrument. It Lender determines that any part of the Property is subject to a lien which may attain priority over this this Security Instrument. If Lender determines that any part of the Property is subject to a near which are the one of property instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one of property instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one of property instrument, Lender may give Borrower a notice identifying the lien. Form 3014 9/90 of the actions set forth above within 10 days of the giving of notice.

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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 Londer requires insurance. This insurance shall be maintained in the announts and for the periods that Londer 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 no icies and renewals shall be acceptable to Lender and shall include a straidard mortgage clause. Lender shall have the right to how the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renew, notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender

Unless Lender and Enterior otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the may make proof of loss of mot made promptly by Borrower. Property damaged, if the restocation or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically fearable of Leader's security would be lessened, the insurance induceds shall be applied to the sums secured by this Security Insurance 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 proce ds 1 der may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not occurring. The 30-day period will begin when the notice is given.

Unless Lender and Borrower culictwise ag ee in writing, any application of proceeds u principal shall not extend or postpone the due date of the monthly payments referred will waragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrowa's right to any insurance policies and insurance 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

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrover's Loan Application; Leaseholds. prior to the acquisition. 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 Portower's principa, residence for at least time year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating cucumstances exist which are beyond Borrower's control, a mower shall not destroy, damage or impair the Property, allow the Property to descriptate, or commit waste on the Property. Bor over shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith adement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Laury's security interest. Buttower may cure such a detault 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 hoperty or other material impurment of the lien created by this Security Instrument or Lender's security interest. Borrower shall see be in default if Borrower, during the luan application process, gave materially false or inaccurate information or statements to Lepice for failed to movide Lender with any material information) in connection with the loan evidenced by the Note, including, in not limited to, representations concerning Borrower's occupancy of the Property as a principal residence, if this Security Instrument is on a leasthold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the I asschold and the fee title shall not merge unless Londer agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and accements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a into ceeding in bankruptcy, probate, for condemnation of forfeiture or to enforce laws or regulations), then Lend a may do and pay for whatever is necessary to protect the value of the Property and Londer's rights in the Property, Londer's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' tees and emering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender

Any amounts disbursed by Londer uniter this paragraph 7 shall become additional debt of Borrower secured by this Security Insulument Unless Borrower and Lender agree to other terms of payment, these autounts shall bear interest from the date of dues not have to do so. 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 mamiain the muritgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrowes shall pay the premiums required to Obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Bustower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Burrower when the insurance coverage lapsed or ceased to be in effect. Lender will succept, use and remain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve in his of mortgage in his of mortgag

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Londer requires) provided by an insurer approved by Londer again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. 10. Condet and if in. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or of a taking of any part of the Property, of for conveyance in lieu of condemnation, are hereby assigned and

In the event of a tour aking of the Property, the proceeds shall be applied to the sum: secured by this Security Instrument, whether or not then due, whereavy excess paid to Borrower. In the event of a partial taking of the Property in which the fair market shall be paid to Lende .. 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 inking, unless Borrower and Lender otherwise agree in writing, die sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the folk wing fraction: (a) the total amount of the sums secured immediately before the raking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Buildy of in the event of a partial taking of the Proper y 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 inless applicable law otherwise provides, the proceeds shall be applied to the

If the Property is abandoned by Borrower, or if after notice by Lender to Borrower that the condemnor offers to make an sums secured by this Security Instrument whether or mut the same are then due. award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given, Londer is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured

Unless Lender and Borrower otherwise agree in writing, a ty application of proceeds to principal shall not extend or positione by this Sccurity Instrument, whether or not then due. 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; Furbearance By Lender Not a Wayer. 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 Burnawer shall not operate to release the liability of the original Burtower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend fine 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 Burrower's successors in interest. Any forbearance by Londer in exercising any right or requely shall not to a valver of or preclude the exercise of any

12. Successors and Assigns Bound; Juint and Several Liability; Co-signers. The evenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Bur wer, subject to the provisions of right or remedy. 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 morgage, 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 Londer and any other Borrower may agree to fatend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the No a without that Borre wer's consent.

13. Loan Charges. If the loan secured by this Security Insulment is subject to a law which sets more am loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in cornie arm with the loan exceed the permitted limits, then: (2) 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 refunde 1 to Borrower. Lender may chouse to make this refund by reducing the principal uwed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial propayment without any prepayment charge

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 designants 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 Burtower 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 pulvision 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 of this Security Instrument and the Note are declared to be severable.

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Form 3014 9/90

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

17. Transfer of the Property or a Beneficial Interest in Burrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial innerest 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

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 Borrow or fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted

by this Security Instrumer, without further notice or demand on Borrower.

18. Borrower's Register Peinstate. If Borrower means 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 reincratement) before sale of the Property pursuant to any power of sale contained in this Security Instrument: or (b) entry of a judgar at 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 agree no its (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' less; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the 'rope try and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon references by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration, had occurred. However, this right to reinstance shall not apply in the case of

19. Sale of Note; Change of Loan Servicer. The interest in the Note (together with this Security acceleration under paragraph 17. instrument) may be sold one or more times without prior notice as Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due un for the Note and this Security Instrument. There also may be one of more changes of the Loan Servicer unrelated to a sale of the Nor. If there is a change of the Loan Servicer, Burniwer will be given written notice of the change in accordance with paragraph 12 20 we and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments abould be made. The notice will also contain any other

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any information required by applicable law. Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone clue to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to 1. appropriate to normal residential uses

Burrower shall promptly give Lender written notice of any investigation, claim, ton and lawsuit or other action by any and to maintenance of the Property. governmental or regulatory agency or private party involving the Property and any Hazardor. Substance or Environmental Law of which Burrower has actual knowledge. If Borrower learns, or is notified by any gove nmental or regulatory authority, that any removal or other remediation of any Hazardous Suintance affecting the Property is necessary, Her ower shall promptly take all

necessary remedial actions in accordance with Environmental Law. As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or haz gricus substances by Environmental Law and the following substances: gasoline, kerusene, other flammable or toxic petroleria products, toxic pesticides and horticides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive in crists. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is ocared that relate

to health, safety or environmental protection. NON-UNIFORM COVENANTS, Borrower and Leader further cuvenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to mateleration following Borrower's breach of any covenant or agreement in this Security Instrument (but but prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclusure 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 to full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence. Form 3014 9/90

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22. Release. Upon payment of all sums secured by this Security Instrument, Londer 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 the Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Institution, the overland 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 pair of this Security Instrument. 1-4 Family Rider [Check applicable box(3)] \_\_ Condominium Ridor Biweekly Payment Rider Adjustable Rate R de-Planned Unit Development Rider Second Home Rider Graduated Payment Pider Rate Improvement Rider Balloon Kider Other(s) [specify] VA Rider BY SIGNING BELOW, Bortower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with ". (Seal) Borrower (Seal) Homower (Scal) -Bostower -Bostower County STATE OF ILLINOIS, , a Notary Public in and for said county and state do hereby corrify that undersighed I. The DONALD I SINGLETON and , persunally known to me to be the same person(s) whose name(s) KATRINA SINGLETON His Wife subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that free and voluntary act, for the uses and purposes therein set forth. signed and delivered the said instrument as Ther day of Given under my hand and official seal, this 22 My Commission Expires: "OFFICIAL SEAL" RICKY C. CLAY Notary Public, State of Illinois My Commission Exp. 10/15/2002

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Form 3014 9/90

## 1-4 FAMILY RIDER Assignment of Reuts

0008112625

THIS 1-4 FA'AULY RIDER is made this 22nd day of January , 1999 and is incorporated two 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

CONTIMORTGAGE CORPOR TION

(the

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

6546 S INGLEGIDE, CHICAGO, Illinoia 60637

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lendor 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 home are called to the Property description, and shall also constitute the Property covered by the Security Instrument in bilding materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or wild, or intended to be used in connection with the Property, including, but not limited to, those for the purp sess of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, phondoing, bath tubs, water heaters, water closets, since, run jes, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm closes, servers, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings or more hereafter attached to the Property, all of which, including replacements and additions thereor, shall be a came I to be and remain a part of the Property covered by the Security Instrument. All of the foregoing togeners in the Property described in the Security Instrument (or the leasehald estate if the Security Instrument.) on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

MULTISTATE 1- 4 FAMILY RIDER - Fannie Mao/Freddle Mao Uniform Instrument

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1/SS/88 2:14PM;

Hecetved:

- B. U.L. OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the case 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. SUBORDINGTHE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Justument 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 Covenent 5.
  - E. "BORROWER'S RIGHT TO DEINSTATE" DELETED. Uniform Covenant 18 is detend.
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Formwer'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 Let der'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 leasest and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the ward "lease" shall near "sublease" if the Security Instrument is on a leasehold.
- H. ASSIGNMENT OF RENTS; APPOINTMENT OF F.E. EIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Londer still the rents and rovenues ("Rents") of the Property, regardless of to whom the Rents of the Property are parable. Burrower sutherizes 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 (by 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 Renty constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives make of breach to Borrower: (i) all Rents received by Borrower about the 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) Forrower 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 the Property and collecting the Rents, including, but not limited to, attorneys' fees, 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 contiled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property williams any showing as to the inadequacy of the Property as security.

**€**57U (9705)

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Form 5170 3/95

## **UNOFFICIAL COPY**

If the Kents of the Property are not sufficient to cover the costs of taking control of and managing the Property and a collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Dorrower 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 Renus and has not and will not perform any act that would prevent Lender from exercising its rights under this

paragraph.

Lender, or Lender's age us or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the forcity before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially expointed receiver, may do so at any time when a default occurs. Any application of Rents shall not one or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Trapetty shall terminate when all the sums secured by the Security Instrument are paid in full

I. CROSS-DEFAULT PROVISION. Be nower'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.

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SCHEDULE A ALTA Commitment File No.: 60101

## LEGAL DESCRIPTION

The South ½ of Lot 10 in Block 6 in Woodlawn Ridge Subdivision of the South ½ of the Northwest ¼ of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

2n - 23 - 114 - 036Property of Cook County Clark's Office