UNOFFICIAL LIDEROPY 6 3

(Assignment of Rents)

THIS 2-4 FAMILY RIDER is made this 17th day of October	19.86
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO (the	Decd (the
of the same date and covering the property described in the Security Instrument and located at:	
7524 Keeney Niles, Illinois 60648	
(Properly Address)	

2-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. 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, ordinarces, regulations and requirements of any governmental body applicable to the Property.
- B. SUBORPINATE 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.
- C. RENT LOS' IN SURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - D. "BORROWER'S RILLET TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in conjection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean sub-ease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrow remeanditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's pents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security In trument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrow r. 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 benefit of Lender only, to be applied to the sums secured by the Scaputz Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and his not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may d(x,y) at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or renedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument i_1 paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note on greement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remidies permitted by the Security Instrument.

By Signing Below, Borrower accepts and agrees to the terms and provisions contained in this 2-4 Family Rider.

X alek S. Jablanski (Seal
Alek S. Jablanski (Seal
Kara 7 Jadanski (Seal
Borrowe

PERSONAL LOAN NO. 1-00-5229-5

UNOFFICIAL COPY

Property of Cook County Clerk's Office

3568363

THIS INDENTURE WITNESSETH, that ALEK S. JABLONSKI and LEONA F. JABLONSKI, his wife
herein referred to as "Mortgagors", being indebted to Fidelity Federal Savings & Loan Association of Chicago, a corporation organized and
existing under the laws of the UNITED STATES OF AMERICA, hereinafter referred to as the Mortgagee, in the sum of TWENTY FIVE
THOUSAND FIVE HUNDRED NINETY NINE and 00/100 (\$ 25,599.00) Dollars evidenced by the promissory note of Mortgagors of even date herewith payable to the order of Mortgagee in installments as follows:
60 installments of \$ 426.65 each, beginning on November 20, 19 86 and continuing on the same day of each mont's regreter until the entire sum is paid, MORTGAGE AND WARRANT to Mortgagee. its successors and assigns,
the following real estate situated in the County of Cook State of Illinois, and all right to retain possession of said real estate after default in payment for breach of any of the covenants and agreements herein contained), to-wit:
LOT FIVE HUNDRED TEN(510) LOT FIVE HUNDRED ELEVEN (except the East Half (1) thereof)(511)
In SECOND ADDITION TO GRENNAN HEIGHTS, being a Subdivision in the South Half (1) of Section 24, Town 41 North, Range 12, East of the Third Principal Meridian.
Permanent Index Number: 09-24-41:-042-0000 All
Property Address: 7524 Keeney Ave., Niles, Illinois 60648

which with the property hereinafter described, is referred to hereinal the promiser."

TOGETHER with all improvements, tenements, easements, induces, and appurtenances thereto you ging, and all fents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a partly with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air co. dition by, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, who considers and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate; whother physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors on the considered as constituting part of the real estate. stituting part of the real estate.

This Mortgage is a second lien on the premises mortgaged thereby, and is subject to a prior Mortgage on the same premises dated 06-28, 19 66.

as document number 2285254T filed or recorded 08-05 , ₁₉ 66 , for all advances made or to bo made on the notes secured by the last named Mortgage and for other purposes specified therein.

THE MORTGAGOR COVENANTS

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which me, become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not empressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee or to holder of the note; (4) complete within a reasonable time any buildings row or satisfactory evidence of the discharge of such prior her to discharge of the discharge of t
- 2. Mortgagors shall pay before any penalty attaches all general taxes and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Mortgagee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to
- 3. Mortgagors shall keep all buildings and improvements now and hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies including additional and renewal policies to holder of the note and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of default therein, Mortgagee or the holder of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgag 4. In case of netaut therein, sortgagee or the moternay, but need not, make any payment or perform any act neromotors required of noticingly ors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture, affecting said premises or contest any tax or assessment. All moneys paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee or the holders of the note to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice. Inaction of Mortgagee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.
- The Mortgagee or the holder of the note hereby secured making any payment hereby authorized relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lein or title or claim thereof.
- 6. Mortgagors shall pay each item of indebtedness herein mentioned both principal and interest, when due according to the terms hereof. At the option of the holder of the note, and without notice to the Mortgagors, all unpaid indebtedness secured by the Mortgago shall, notwithstanding anything in the note or in this Mortgage to the centrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

THIS DOCUMENT PREPARED BY:
William E. Trude, Attorney at Law
5455 West Belmont Avenue, Chicago, Illicois 80641

J. Illinois 60641 _KSONAL LOAN NO. 1-00-5229-5 Niles, Illinois 60648 7524 Keeney And Loan Association of Chicago IDELITY FEDERAL SAVING

MORTGAGE

Alek S.

Jablonski

Leona F. Jablonski

Notary Public.	Company of the Compan	E Joyen HI C	•	GIVEN under my hand a 17y Public 13	r old ALLTA order of the control and sampled not	aviluoDidico.
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IFY that	no невеву сквт ЗКІ his wife	KELLY	HACE P. C. Ald Considers in said L. ABLONSKI and L.		ILLINOIS. Соок 5 33.	STATE OF
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10. No action for the electement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action to the note shall have the right to inspect the stempes as all reasonable times and access thereto shall be permitted for that purpose.

By Upon, or at any time after the filing of a bill to foreclose this mortgage the court in which such bill is filed may appoint a receiver of asid premises. Such appoint a receiver before or after sale without notice, without regard to the then ovalue of the premises or whether the same shall be then ovalued or not and the Mortgage foreunder may be and without regard to the then value of the premises or whether the rents, issues adming the pendency of such receiver shall have power to collect the rents, issues adming the pendency of such precedure and in deficiency of such receiver. Such receiver shall have power to collect und profits of said promises adming the pendency of such receiver and a deficiency of such receiver. Such receiver the intervention of such receiver, would be entitled to collect such rents, issues and all other powers which may be necessary or are usual in such protection, possession, control, management and operation of the premises during the whole of said period. The indebtedness secured hereby, or by any decree time may authorize the receiver to apply the net income in his hands in payment in whole or in part and secured hereby, or by any decree or energy tax, special assessment or other lien which may be or become superior to the receiver to provided such application is made prior to foreclesure sale; (2) the deliciency in case of a sale and deliciency.

8. The proceeds of any forcelosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the forcelosure proceedings, including all such items as are mentioned in the preceding paragraph hereof, account forms which under the rest force on a first second, all other items which under the rest constitute secured indebtedness additional to that evidenced by the note; with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their legit representatives or assigns as their rights may appear.

The When the indebtedness hereby secured shall become due whether by acceleration or otherwise. Mortgagee shall have the right to forciose the light to forciose the light to forciose the light to forciose the light to forciose the lines which may any to forciose the lines because the lines whether and expenses in the decree for adocumentary and expert evidence, stence by or or behalf of Mortgagee or holder of the note for attentions when he paper evidence to the decree to t pasuammos