## UNOF-FRAMERINEROPY 7 Assignment of Rents

THIS 14 FAMILY RIDER is made this 8TH day of JANUARY , 19 87, 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 UNITED SAVINGS OF AMERICA (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

5118 ELMWOOD, OAK FOREST, ILLINOIS 60452

28-28-208-015

- 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. 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.
- B. SUBORPA ATE 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 LOSS INSURANCE, 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 FIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF L'ENSES. 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 termin to the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" and I mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Be nower unconditionally 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 agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the pine it of Lender and Borrower. 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) til 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 Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) such 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 reas and has 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 maintrin the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any office right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions containe in his 1-4 Family Rider.

Newholeshill -	(Sea)
KEITH E. HUHN	Borrowe
MARGARET M. HUHN/HIS WIFE	-Borrowe
	(Seal
	(Seal)

RECORD AND RETURN TO:

UNITED SAVINGS OF AMERICA 1300 EAST IRVING PARK ROAD STREAMWOOD, ILLINOIS 60103

ATTN: PAM AHLGRIM

Ferm 3170 10/85

-Borrower

## **UNOFFICIAL COPY**

Property of County Clerk's Office

## **UNOFFICIA**

State of Illinois



This Indenture, made this

8TH

day of JANUARY , 19 87, between

HUHN, HUSBAND AND WIFE KEITH E. HUHN AND MARGARET M.

Mortgagor, and

UNITED SAVINGS OF AMERICA

a corporation organized and existing under the laws of THE STATE OF ILLINOIS

Mortgagee.

NOTE IDENTIFIED OF

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even FIFTY SIX THOUSAND date herewith, in the principal sum of

AND NO/100

Dollars (\$

56,000.00

payable with interest at the rate of EIGHT AND ONE HALF

8.500 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in per centum ( 60103

1300 EAST IRVING PARK ROAD, STREAMWOOD, ILLINOIS at such other place as the holder may fesignate in writing, and delivered; the said principal and interest being payable in monthly installments of

FOUR HUNDRED THIRTY AND 59/100

Dollars (\$

430.59

, 1987, and a like sum on the first day of each and every month thereafter until the note is fully paid, on except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of FEBRUARY

Now, Therefore, the said Mortgagor, for the better sec trive of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by thest riesents Mortgage and Warrant unto the Mortgagee, its successors or assigns, and the State of Illinois, to wit: the following described Real Estate situate, lying, and being in the county of COOK

LOT 20, BLOCK 9 IN FORESTDALE SUBDIVISION, UNIT 3, BEING A SUBDIVISION IN SECTION 28, TOWNSHIP 36 MORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF INDIAN BOUNDARY LINE, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JUNE 3, 1965 AS COCUMENT NUMBER 22 12 157, 10/4's Office IN COOK COUNTY, ILLINOIS.

28-28-208-015

COMMONLY KNOWN AS: 5118 ELMWOOD OAK FOREST, ILLINOIS

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which require a One-Time Mortgage insurance Premium payment (including sections 203(b) and (ii) in accordance with the regulations for those programs.

Page 1 of 4

HUD-92116M,1 (8-85 Edition) 24 CFR 203.17(a)

72D-4A (IL)

UNOFFICIAL COPY		
dress  omised  omised  Ceiver dustrato Trust  Ceiver dustrato Trust  MID AMERICA TIFLE COMPANY  123 W. Madison Street  Chicego, Illinois 60602	PREPARED BY:  STREAMWOOD, IL 60103  RECORD AND RETURN TO:  UNITED SAVINGS OF AMERICA  STREAMWOOD, TLLINOIS  ST	
s, on the A.D. 19 Page	County, Illinoi at o'clock m., and duly recorded in Book of	
the recoil et 2 Miles Of		
MI SON ISSION EXPIRES NOIGHY Public	at the said	
- Malu Just	_	
7861. a.A. granned yeb	Given under my hand and Motarial Seal this	
	person and acknowledged that THEY rece and voluntary act for the uses and purposes therein set for the inclusions.	
	State of Illinois  County of Orth	
(JAS)	[TVBS]	
(TVasl	(TVas)	
MARGERET M. HUHN/HIS WIFE (SEAL)	, [TVES]	
REALH E. HUHN (SEAL)	[SEVI]	
1 written.	Witness the hand and seal of the Mortgagor, the day and year first	

## **UNOFFICIAL COPY**

of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secure thereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether div. or not.

The Mortgagor Further Agrees that should this mortgage and the note secured hereby not be ciffion for insurance under the National Housing Act, within from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated 60 subsequent to the time from the date of this mortgage, declining to hours said note and this mortgage being deemed conclusive proof of Luc'. ineligibility), the Mortgagee or the holder of the note may, it is option, declare all sums secured hereby immediately due and payable. Notwithstanding the foregoing, this option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

In the Event of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

And In The Event that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises and without regard to the value of said premises or whether the same shall be then occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other

items necessary for the prefection and preservation of the property.

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may; keep the said premises in good repair; pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgager or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

An in Case of Foreclosure of this mortgage by said Mortgage in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

And There Shall be Included in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note secured hereby, from the time such advance, are made; (3) all the accrued interest remaining unpaid on the independences hereby secured: and (4) all the said principal money remaining unpaid. The overplus of the proceeds of the sale, if any, shall the be paid to the Mortgagor.

If the Mortgagor shall pay said note at the time and in the manner aforesaid and shall an de by comply with, and duly perform all the covenants and agree near herein, then this conveyance shall be null and void and his gagee will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release of satisfaction by Mortgagee.

It is Expressly Agreed that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

The Covenants Herein Contained shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

And Said Mortgagor covenants and agrees: paragraph and all payments to be made under the note secured (b) All payments mentioned in the preceding subsection of this assessments; and in trust to pay said ground rents, premiums, taxes and special

benefits to said Mortgagor does hereby expressly release and waive. Exemption Laws of the State of Illinois, which said rights and from all rights and benefits under and by virtue of the Homestead and assigns, forever, for the purposes and uses herein set forth, free appurtenances and fixtures, unto the said Mortgagee, its successors To Have and to Hold the above-described premises, with the

thereof; (2) a sum sufficert to keep all buildings that may at any time be on said premises, suring the continuance of said inlinois, or of the courty, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership or assessment that may be levied by authority of the State of Ilcient to pay all taxes and assessments on said premises, or any tax hereinafter provided, until said note is fully paid, (1) a sum suffimen to attach to said premises; to pay to the Mortgagee, as instrument; not to suffer any lien of mechanics men or material thereof, or of the security intended to be effected by virtue of this be done, upon said premises, anything that may impair the value To keep said premises in good repair, and not to do, or permit to

In case of the refusal or neglect of the Mortgagor to make such of insurance, and in such at toun s, as may be required by the debtedness, insured for the warfit of the Morigagee in such forms

the sale of the mortgaged premises, if not otherwise paid by the debtedness, secured by this mortgage, to be paid out of proceeds of moneys so paid or expended shall become so much additional inmay deem necessary for the proper preservation thereof at d any such repairs to the property herein mortgaged as in its discretion it assessments, and insurance premiums, when due, and may make that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, payments, or to satisfy any prior lien or incombrance other than

mortgage to the contrary notwithstanding), that the Mortgagee It is expressly provided, however (all other provisions of this Mortgagor.

thereof to satisfy the same. contested and the sale or forfeiture of the said premises or any part operate to prevent the collection of the tax, assessment, or lien so eeedings brought in a court of competent jurisdiction, which shall test the same or the validity thereof by appropriate legal prosituated thereon, so long as the Mortgagor shall, in good faith, conpremises described herein or any part thereof or the improvement or remove any tax, assessment, or tax lien upon or against the shall not be required nor shall it have the right to pay, discharge,

And the said Mortgagor further covenants and agrees as follows:

That privilege is reserved to pay the debt, in whole or in part on

any installment due date.

to the date when such ground rents, premiums, taxes and assess-

estimated by the Mortgagee) less all sums already paid therefor

taxes and assessments next due on the mortgaged property (all as

and other hazard insurance covering the mortgaged property, plus

premiums that will next become due and payable on policies of fire

of each month until the said note is fully paid, the following sums:

hereby, the Mortgagor will pay to the Mortgagee, on the first day

principal and interest payable under the terms of the note secured That, together with, and in addition to, the monthly payments of

(a) A sum equal to the ground rents, if any, next due, plus the

divided by the number of months to elapse before one month prior

That He Will Keep the improvements now existing or hereafter become due for the use of the premises hereinabove described.

erected on the mortgaged property, insured as may be required

immediate notice by mail to the Mortgagee, who may make proof

acceptable to the Mortgagee. In event of loss Mortgagor will give

have attached thereto loss payable clauses in favor of and in form

policies and renewals thereof shall be held by the Mortgagee and

ment of which has not been made hereinbefore. All insurance shall

periods as may be required by the Mortgagee and will pay prompthazards, casualties and contingencies in such amounts and for such from time to time by the Mortgagee against loss by fire and other

ly, when due, any premiums on such insurance provision for pay-

be carried in companies approved by the Mortgagee and the

the rents, issues, and profits now due or which may hereafter aforesaid the Mortgagor does hereby assign to ane Mortgagee all

And as Additional Security for the payment of the indebtedness

the amount of principal then remaining un paid under said note. under subsection (a) of the preceding rutagraph as a credit against acquired, the balance then remaining in the funds accumulated ment of such proceedings or at the time the property is otherwise default, the Mortgagee shall a ply, at the time of the commencehereby, or if the Mortgagee acquires the property otherwise after of this mortgage resulting in a public sale of the premises covered paragraph. If there shall be a default under any of the provisions cumulated under the provisions of subsection (a) of the preceding count of the Mo. 1gagor any balance remaining in the funds acin computing the amount of such indebiganess, credit to the acof the entre indebtedness represented thereby, the Mortgagee shall, dance with the provisions of the note secured hereby, full payment any time the Mortgagor shall tender to the Mortgagee, in accor-

re its, taxes, assessments, or insurance premiums shall be due. If at deficiency, on or before the date when payment of such ground shall pay to the Mortgagee any amount necessary to make up the when the same shall become due and payable, then the Mortgagor taxes, and assessments, or insurance premiums, as the case may be, preceding paragraph shall not be sufficient to pay ground rents, payments made by the Mortgagor under subsection (a) of the gagor, or refunded to the Mortgagor. If, however, the monthly shall be credited on subsequent payments to be made by the Mortisuch excess, if the loan is current, at the option of the Mortgagor, taxes, and assessments, or insurance premiums, as the case may be, of the payments actually made by the Mortgagee for ground rents, subsection (a) of the preceding paragraph shall exceed the amount

If the total of the payments made by the Morigagor under involved in handling delinquent payments. more than filteen (15) days in arrears, to cover the extra expense not to exceed four cents (4¢) for each dollar (51) for each payment under this mortgage. The Mortgagee may collect a "late charge" date of the next such payment, constitute an event of default ment shall, unless made good by the Mortgagor prior to the due Any deficiency in the amount of any such aggregate monthly pay-

> (iv) late charges (iii) amortization of the principal of the said note; and

(ii) interest on the note secured hereby; hazard insurance premiums;

(i) ground rents, if any, taxes, special assessments, fire, and other :циој

be applied by the Mortgagee to the following items in the order set shall be paid by the Mortgagor each month in a single payment to hereby shall be added together and the aggregate amount thereof

ments will become delinquent, such sums to be held by Mortgagee