

UNOFFICIAL COPY
2-4 FAMILY RIDER
(Assignment of Rents)

THIS 2-4 FAMILY RIDER 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 RESIDENTIAL FINANCIAL CORP. (the "Lender") of the same date and covering property described in the Security Instrument and located at:

2429 N 78TH COURT, ELMWOOD PARK, IL 60635
(Property Address)

2-4 FAMILY COVENANTS
and Lender further covenant and agree as follows:

A. USE OF PROPERTY. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. 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.

C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards covered by the Uniform Covenant 5.

D. "BORROWER'S REMEDY 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 connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the lease, and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" means "sublease" if the Security Instrument is on a leasehold.

F. ASSIGNMENT OF RENTS. Borrower 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 and revenues 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 benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and is for the benefit of Lender only.

If Lender gives notice of breach to Borrower, Lender shall not be required to receive all of the rents of the Property as trustee for the benefit of Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its right to take control of or maintain the Property before or after giving notice of breach to Borrower. However, the application of rents shall not cure any default or invalidate any other 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 any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 2-4 Family Rider.

Gerald E. Van Meter
GERALD E. VAN METER

(Seal)
Borrower

(Seal)
Borrower

WITNESSED BY:

[Signature]

PREPARED BY:

Cathy Lyburne
CATHY LYBURN

3725952

UNOFFICIAL COPY

Property of Cook County Clerk's Office

TORRENS
TORRENS

UNOFFICIAL COPY

3725952

141107500

Space Above This Line For Recording Data

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 21, 1988. The mortgagor is GERA VAN METER, A WIDOWER, NOT SINCE REMARRIED ("Borrower"). This Security Instrument is given to RESIDENTIAL FINANCE L.L.C., NEW JERSEY, which is organized and existing under the laws of NEW JERSEY, and whose address is 145 VALLEY ROAD, WAYNE, NEW JERSEY 07470 ("Lender"). Borrower owes Lender the principal amount of ONE HUNDRED FIFTY THOUSAND AND 00/100 Dollars (U.S. \$150,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 1, 2018. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all interest, 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 hereby mortgages, grant and convey to Lender the following described property located in VILLAGE OF ELSTON, COOK COUNTY, ILLINOIS:

THE NORTH 50 FEET OF LOT 1 IN MONT CLARE HOME ADDITION, IN THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID# 12 25 328 016, 28TH CT., ELMWOOD PARK, IL 60635

"SEE ATTACHED 2-4 FAMILY INSTRUMENTS MADE A PART HEREOF."

which has the address of 28 NORTH 78TH COURT, ELMWOOD PARK, Illinois 60635 (Zip Code)

which has the address of 28 NORTH 78TH COURT, ELMWOOD PARK, Illinois 60635 ("Property Address");

TOGETHER WITH all the appurtenances, rents, royalties, and other benefits in any way connected with hereinafter a part of the property. All of the same are referred to in this Security Instrument as the "Property."

Borrower is lawfully seized of the estate hereby conveyed and has the right to sell, lease, mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, and that 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.

ILLINOIS—Single Family—FNMA/FHLM—UNIFORM INSTRUMENT Form 3014 12/83

3725952

Handwritten note: Note 7/21

Handwritten initials/signature

COOK County Clerk's Office

UNOFFICIAL COPY

2
3725952
NO DUPLICATE

3725952

3725952

RETURN TO AND PREPARED BY:
RESIDENTIAL FINANCIAL CORP.
155 EAST ALGONQUIN ROAD
ARLINGTON HEIGHTS, ILLINOIS 60005
CARY LYNN THORNE

OFFICIAL SEAL
CENTRAL GORDON
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. APR. 22, 1991

Subscribed by

Address

From/Issued

3725952

Address

3725952

Deed to

Address

Notified

REPAIRS TITLE COMPANY

ARLINGTON HEIGHTS, ILL. 60004

My Commission expires: 4-22-91

Notary Public

I, the undersigned, a Notary Public in and for said State of Illinois, County of Cook, do hereby certify that Gerald E. Van Meter, a widower, not since remarried, personally known to me to be the same person(s) whose name(s) is described to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purpose therein set forth. Given under my hand and official seal, this 25th day of July, 1988.

STATE OF ILLINOIS, County of Cook

[Space Below This Line For Acknowledgment]

..... (Seal) Borrower

..... (Seal) Borrower
Gerald E. Van Meter

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders (s) executed by Borrower and recorded with it.

- Adjustable Rate Rider
- Condominium Rider
- K-1 Family Rider
- Planned Unit Development Rider
- Other(s) (specify)

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration under paragraphs 13 and 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 foreclosure 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 in 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 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

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

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

23. Rider to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants 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 part of this Security Instrument. (Check applicable box(es))

If Lender required mortgage insurance shall pay the premiums required unless the insurance terminates in accordance with paragraph 8.

8. Inspection. Lender or its agent shall give Borrower notice at the time of any inspection.

9. Condemnation. The proceeds of any condemnation or other taking of the Property assigned and shall be paid to Lender.

In the event of a total taking of the Property, whether or not then due, unless Borrower and Lender otherwise agree in writing, the amount of the proceeds multiplied by (a) the fraction of the sum secured by this Security Instrument before the taking, divided by (b) the fair market value of the Property immediately before the taking, shall be paid to Borrower.

If the Property is abandoned or otherwise, Lender is authorized to collect the sums secured by this Security Instrument.

Unless Lender and Borrower otherwise agree in writing, Lender may postpone the due date of the monthly payments.

10. Borrower Not Released. The modification of amortization of the interest of Borrower shall not operate to release Borrower. Lender shall not be required to accept any payment or otherwise modify or forgive any debt of Borrower. Borrower's failure to pay shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns. This Security Instrument shall bind all successors and assigns of Borrower, subject to the provisions of paragraph 17. Borrower's covenants and obligations under this Security Instrument but does not execute the instrument, shall not be binding on the Property or the sums secured by this Security Instrument. Lender may modify, forbear or make any accommodation without Borrower's consent.

12. Loan Charges. If the law in the jurisdiction in which the Property is located, and that law is finally interpreted, in connection with the loan exceed the permitted limits, the necessary to reduce the charge to the permitted limits will be refunded to Borrower under the Note or by making a direct payment to Borrower without any prepayment.

13. Legislation Affecting Lender. If any provision of the Note or this Security Instrument is rendered inoperative by any law, Lender may require immediate payment in full of the sums secured by paragraph 19. If Lender exercises this option, Lender shall give Borrower notice of acceleration.

14. Notices. Any notice to Borrower shall be given by delivering it or by registered mail to the Property Address or any other address designated by Borrower in writing to Lender. Any notice to Lender shall be given by delivering it or by registered mail to Lender's address designated by Lender in writing to Borrower. Any notice to Borrower or Lender 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 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 provision or clause shall be unenforceable, but the remainder of the Note shall be declared to be severable.

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

17. Transfer of the Property. If the Property or any part of the Property is sold or transferred (or otherwise disposed of) without Lender's prior written consent, the sums secured by this Security Instrument shall be due under this Security Instrument 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 of the notice 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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have the sums secured by this Security Instrument continued at any time prior to the earlier of: (a) 5 days (or such other period as may be specified in writing) before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) the date of the foreclosure sale; (c) the date of the expiration of this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which are due under this Security Instrument and the Note had no acceleration or other remedies; (b) cures any default of this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (c) takes such action as Lender may require to pay the sums secured by this Security Instrument. Upon reinstatement by Borrower, this Security Instrument shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

as a condition of making the loan secured by this Security Instrument, Borrower shall maintain the insurance in effect until such time as the requirement for the insurance is terminated by Borrower's and Lender's written agreement or applicable law.

Lender may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of any inspection.

The proceeds of any award or claim for damages, direct or consequential, in connection with the taking of the Property, or for conveyance in lieu of condemnation, are hereby assigned to Lender.

In the event of a total taking of the Property, whether or not then due, unless Borrower and Lender otherwise agree in writing, the amount of the proceeds multiplied by (a) the fraction of the sum secured by this Security Instrument before the taking, divided by (b) the fair market value of the Property immediately before the taking, shall be paid to Borrower.

If the Property is abandoned or otherwise, Lender is authorized to collect the sums secured by this Security Instrument.

Unless Lender and Borrower otherwise agree in writing, Lender may postpone the due date of the monthly payments.

10. Borrower Not Released. The modification of amortization of the interest of Borrower shall not operate to release Borrower. Lender shall not be required to accept any payment or otherwise modify or forgive any debt of Borrower. Borrower's failure to pay shall not be a waiver of or preclude the exercise of any right or remedy.

11. Joint and Several Liability; Co-signers. The covenants and agreements of Borrower, subject to the provisions of paragraph 17, shall be joint and several. Any Borrower who co-signs this Security Instrument is co-signing this Security Instrument only to mortgage, grant and convey the Property in accordance with 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 the term of this Security Instrument or the Note without the consent of the co-signer.

If the law in the jurisdiction in which the Property is located, and that law is finally interpreted, in connection with the loan exceed the permitted limits, the necessary to reduce the charge to the permitted limits will be refunded to Borrower under the Note or by making a direct payment to Borrower without any prepayment.

If any provision of the Note or this Security Instrument is rendered inoperative by any law, Lender may require immediate payment in full of the sums secured by paragraph 19. If Lender exercises this option, Lender shall give Borrower notice of acceleration.

14. Notices. Any notice to Borrower shall be given by delivering it or by registered mail to the Property Address or any other address designated by Borrower in writing to Lender. Any notice to Lender shall be given by delivering it or by registered mail to Lender's address designated by Lender in writing to Borrower. Any notice to Borrower or Lender 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 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 provision or clause shall be unenforceable, but the remainder of the Note shall be declared to be severable.

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

17. Transfer of the Property. If the Property or any part of the Property is sold or transferred (or otherwise disposed of) without Lender's prior written consent, the sums secured by this Security Instrument shall be due under this Security Instrument 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 of the notice 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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have the sums secured by this Security Instrument continued at any time prior to the earlier of: (a) 5 days (or such other period as may be specified in writing) before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) the date of the foreclosure sale; (c) the date of the expiration of this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which are due under this Security Instrument and the Note had no acceleration or other remedies; (b) cures any default of this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (c) takes such action as Lender may require to pay the sums secured by this Security Instrument. Upon reinstatement by Borrower, this Security Instrument shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

3725952

UNOFFICIAL COPY

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 a written waiver by Lender, Borrower shall pay (a) to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of (b) yearly taxes and assessments which may attach priority over this Security Instrument; (c) yearly hazard insurance premiums; and (d) yearly leasehold payments on ground rents on the Property, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution of which the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount necessary to make up the deficiency in one or more payments as required by Lender is not sufficient to make up the deficiency in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application 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 and 4 shall be applied first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2, fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach 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 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 forfeiture of any part of the Property; 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 attach 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 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 for which Lender requires insurance. This insurance shall be maintained in the amount and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

2565028