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1-4 FAMILY RIDER
Assignment of Rents

8-01-2-00-1618-5

THIS 1-4 FAMILY RIDER is made this 17th day of October, 1989, 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 FIRST FEDERAL SAVINGS OF HEGEWISCH, (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3916 East 112th Street, Chicago, Illinois, 60617
(Property Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. 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. 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 for which insurance is required by Uniform Covenant 5.

D. "BORROWER'S RIGHT 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 existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "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 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 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 Security 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 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 maintain 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 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 1-4 Family Rider.

✓ James R. Allen
Gregorio Allen

.....(Seal)
Borrower

.....(Seal)
Borrower

38314199
SAC Office

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72-24-171 Serial
(240)

383-1199

NOTE IDENTIFIED

(Space Above This Line For Recording Data)

8-01-2-00-1618-5

MORTGAGE (Fifteen Years)

THIS MORTGAGE ("Security Instrument") is given on October 17, 1989, to James R. Alton and Josephine Alton, His Wife ("Borrower"). This Security Instrument is given to FIRST FEDERAL SAVINGS OF HAWTHORPE, which is organized and existing under the laws of United States of America, and whose address is 13220 Baltimore Avenue, Chicago, Illinois 60633 ("Lender"). Borrower owes Lender the principal sum of Twenty Eight Thousand Five Hundred Dollars and 00/00 Dollars (U.S. \$28,500.00). 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 NOVEMBER 2004. 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 other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

LOT 83
In Fair Elms Fifth Addition, being a Resubdivision of Blocks 4, 12, 16 Block 11 (except the East 133 feet thereof) the West Half ($\frac{1}{2}$) of Block 13, together with the South 130 feet of the East Half ($\frac{1}{2}$) of said Block 13, the East Half ($\frac{1}{2}$) of Block 15 (except the South 130 feet thereof) and Blocks 7 and 8 (except the West 133 feet of said Blocks 7 and 8 all in First Addition to F.J. Lewis' Southeastern Development, being a Subdivision in the East Fractional Half ($\frac{1}{4}$) of Section 17, Township 37 North, Range 15, East of the Third Principal Meridian.

6611286

PIN 26 17 405 033 0000

which has the address of 3916 East 112th Street
(Street)
Illinois 60617 ("Property Address");
(Zip Code) Chicago
(City)

TOGETHER WITH all the improvements now or hereinafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

Notary Public
(SBAH)

This instrument was prepared by, Certificate No. 11 6633
My Commission Expires March 21, 1993
NOTARY PUBLIC STATE OF MARYLAND
DEPARTMENT OF JUSTICE

Witness my hand and official seal this 17th day of October 1989

(he, she, they)
they

..... executed said instrument for the purposes and uses herein set forth,
 have executed same, and acknowledge said instrument to be **1989**, free and voluntary act and deed that
 before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument,
 before, at, and persons, and, before this instrument, **1989**, personally appeared
 Debra L. Peradotto, to and for said county and state, do hereby certify that
 Debra L. Peradotto

COUNTRY OF	COOK	
	STATE OF	ILLINOIS
DUPLICATE	3834199	
	CHICAGO, ILLINOIS 60633	REGISTRAR OF TITLES
13220 BELMONT AVENUE	REGISTRATION NO.	
PROPERTY OF COOK COUNTY SAVINGS OF HEDWICH	RECEIVED THIS DOCUMENT TO:	
Debra L. Peradotto	1989 OCT 20 PM 3:23	
Carol Moseley Braun	RECEIVED BY	
Address	RECEIVED	
Naomi A. Allerton	RECEIVED	
3834199	RECEIVED	
Delivery to	RECEIVED	
Naomi A. Allerton	RECEIVED	
Address	RECEIVED	
3834199	RECEIVED	

Property of Cook County Clerks Office

(Space Below for Acknowledgment)

Borrower
(Seal)Borrower
(Seal)Instrument and in any rider(s) executed by Borrower and recorded with it.
BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Security

- Other(s) (Specify) _____ Graduated Payment Rider Planned Unit Development Rider J-4
 Adjustable Rate Rider Condominium Rider Family Rider

Instrument, the coverings and agreements of this Security instrument as if the rider(s) were a part of this Security
 supplement the instrument, the coverings and agreements of each such instrument as if the rider(s) were a part of this Security and
 this Security instrument. If one or more riders are executed by Borrower and recorded together with
 22. Riders to this Security instrument, the rider(s) shall be incorporated into and shall amend and
 22. Waiver of Homestead, Borrower waives all right of homestead excepted in the Property.

Instrument without charge to Borrower. Borrower shall pay any recording costs.
 21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security
 receiver's bonds and reasonable attorney's fees, and when to the summa secured by this Security instrument, receives on
 costs of management of the Property and collection of rents, including, but not limited to, payment of property taxes, premiums on
 the Property received (reciever) shall be entitled to either upon, take possession of and manage the Property until to collect the rents of
 prior to the expiration of any period of redemption following judicial sale. Lender (in person, by agent or by judicially
 20. Lender in Possession. Upon acceptance of the Property and at any time
 but not limited to, reasonable attorney's fees and costs of title evidence.
 Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including
 this Security instrument without further demand and may receive the Security instrument in full or all sums accrued by
 before the date specified in the notice, Lender may require immediate payment of all sums accrued by the reciever
 extension of a default or any other delinquent to the right to accept the notice of acceleration and sale of the Property. The notice shall further
 inform Borrower of the right to reinstate after acceleration by judicial proceeding if the reciever proceeds filing the notice
 secured by this Security instrument, to accelerate by judicial proceeding and sale of the Property. The notice shall further
 and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sum
 default, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;
 unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the
 breach of any covenant or agreement to Borrower prior to acceleration following Borrower's

NON-LINER FORM COVENANTS, Borrower and Lender either covenant and agree as follows:

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SecuritY Instruments. Unless Borrower and Lender under this Note agree to otherwise contrary to the date of disbursement at the Note rate and shall be payable, with interest upon notice from Lender to Borrower.

Any amounts disbursed by Lender under this Note and any other terms of payment shall bear interest from the date of disbursement or otherwise agreed by Lender to Lender due to so.

Lender may take action under this Paragraph 7, Lender does not have to do so.

Instrument, applying in court, paying reasonable attorney fees and costs of proceeding on the Property to make reparation. Although

in the Property, Lender's actions may include paying any sums secured by a lien which has priority over this Security rights in the instrument, Lender may do and pay for whatever is necessary to protect the value of the property and Lender's rights

regarding, Lender's rights in the instrument, or there is a legal proceeding against Lender or to enforce laws or

conventions and agreements contained in this Security instrument, or if there is a legal proceeding against Lender or

7. Preservation and Disbursement of Property; Mortgage Lien. If Borrower fails to perform the

Borrower shall not merge unless Lender agrees to the merger in writing.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lessor shall change the Property to determine or control waste. If this Security instrument is on a leasehold,

6. Preservation and Disbursement of Property; Leases. Borrower shall not destroy, damage or subdivide

Instrument immediately upon receipt of any payment made to Lender to the extent of the amount received by this Security

under Paragraph 19, the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting

from damage to the instrument payments referred to in Paragraphs 1 and 2 of change the amount of the payment, or

unless Lender and Borrower otherwise agree in writing, insurance shall not exceed

when the notice is given.

the Property or to pay sums received by this Security instrument, whether or not then due. The duly paid will begin

offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the funds to repair or restore

Borrower abandoned the Property, or does not answer within 30 days a notice from Lender that the insurance has

applied to the sums accrued by this Security instrument, whether or not then due, within 30 days excess paid to Borrower. If

restitution or repair is not economical reasonably feasible or Lender's security would be lessened, Lender's security is not lessened. If the

Property damaged, if the restoration or repair is economic reasonably feasible and Lender's security is not lessened, Lender will be

carried out Lender. Lender may make payment in writing, insurance proceeds shall be applied to restoration or repair

unless Lender and Borrower otherwise agree in writing, insurance shall prompt notice to the insurance

all receive the right to hold the policies and renewals. If Lender and Borrower shall provide prompt notice to Lender

Lender shall have the right to accept to Lender and Lender shall include a standard mortgage clause.

All insurance policies and renewals shall be accepted by the insurance company by Borrower.

9. Hazard Insurance. Borrower shall keep the insurance now existing or hereafter created on the Property

of the Building of notice.

Insurance coverage shall be chosen by Borrower subject to Lender's approval which is to be paid under this Paragraph. If Borrower does not choose to pay all term, Borrower shall promptly give notice to Lender

to be paid under this Paragraph, in the event of loss, Borrower shall promptly give notice to Lender to pay all notices of amounts

pay item on time directly to the person owed payment, in the manner provided in Paragraph 2, or if not paid in full, Borrower shall pay item in the event of loss, Borrower shall promptly give notice to Lender to pay all notices of amounts

arrearments satisfactory to Lender's satisfaction in this instrument. If Lender determines that any part of

the Property is subject to a lien or preferential rights, or (c) provides from time holder of the item an

prevent the enforcement of the item in the event of loss, Borrower shall pay all term, legal proceedings which in the Lender's opinion operate to

protect this item by, or details hazards included within the term, including extra expenses to Lender (d) certifies in good

agreements in writing to the payment of the obligation, any item which is a minor exceptionable to Lender (e) certifies in good

Borrower shall promptly over the Building, any item which is a minor exceptionable to Lender (f) certifies in good

agreements in writing to the payment of the obligation, any item which is a minor exceptionable to Lender (g) certifies in good

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agreements in writing to the payment of the obligation, any item which is a minor exceptionable to Lender (q) certifies in good

agreements in writing to the payment of the obligation, any item which is a minor exceptionable to Lender (r) certifies in good

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. 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.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

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

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 such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. 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 Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit all successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any loans already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict 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.

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 Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment 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 had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby 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.

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