

# UNOFFICIAL COPY

RECORD AND RETURN TO:  
THE TALMAN HOME FEDERAL SAVINGS  
AND LOAN ASSOCIATION OF ILLINOIS  
5501 SOUTH KEDZIE AVENUE  
CHICAGO, ILLINOIS 60629  
ATTENTION: JEAN GORSKI

4000423

[Space Above This Line For Recording Data]

MORTGAGE

286982-9

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 26, 1991**  
RAFAEL \*CAMPOS AND \*G  
THERESA CAMPOS, HUSBAND AND WIFE  
H.

The mortgagor is

(\*Borrower"). This Security Instrument is given to  
**THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS**

EX-50000

which is organized and existing under the laws of **UNITED STATES OF AMERICA**, and whose address is **4242 NORTH HARLEM  
NORRIDGE, ILLINOIS 60634**  
EIGHTY THOUSAND AND NO/100

(\*Lender"): Borrower owes Lender the principal sum of

Dollars (U.S. \$ **80,000.00** ).

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 **NOVEMBER 1, 2021**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 THIRTY TWO (32) SOUTH HALF (1/2) OF LOT THIRTY THREE (33) IN  
BLOCK FOUR (4) IN H. H. WALKER'S SUBDIVISION OF THE WEST HALF (1/2)  
OF THE NORTH EAST QUARTER (1/4) OF THE SOUTH WEST QUARTER (1/4)  
OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, LYING SOUTH OF ARCHER AVENUE, IN COOK COUNTY,  
ILLINOIS.**

17-31-314-013

which has the address of **3641 SOUTH HAMILTON, CHICAGO**  
Illinois **60609** (Street, City),  
[Zip Code]  
("Property Address");

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

GRIL (8105)

VMP MORTGAGE FORMS - 1313)293-8100 - (800)521-7291

Page 1 of 6

Form 3014 8/90  
Amended 5/91

# UNOFFICIAL COPY

Form 3014 9/80

JERAN GORSKI, IL 60629

MY COMMISSION EXPIRES 7/28/98 5:00 PM  
THIS INSTRUMENT WAS PREPARED BY A PUBLIC STATE OF ILLINOIS  
NOTARY PUBLIC

OFFICIAL SEAL

Notary Public

Given under my hand and official seal, this  
26th day of October, 1991  
Signed and delivered the said instrument as THIRTY free and voluntary act, for the uses and purposes herein set forth.  
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that it is  
Personally known to me to be the same person(s) whose name(s)

STATE OF ILLINOIS,  
I, RAFAEL CAMPOS AND H.,  
THERESA/CAMPOS, HUSBAND AND WIFE  
of THERESA/CAMPOS and  
a Notary Public in and for said county and state do hereby certify  
County ss:

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

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

Check applicable box(es):  
 1-4 Family Rider  
 Condominium Rider  
 Planned Unit Development Rider  
 Biweekly Payment Rider  
 Rate Improvment Rider  
 Second Home Rider  
 Other(s) (specify) \_\_\_\_\_  
 Balloon Rider  
 Graduate Payment Rider  
 Rate Improvment Rider  
 V.A. Rider

Security Instruments and Agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
The covenants and agreements of each such rider shall be incorporated into and shall amend and supplement  
the Security Instruments. If one or more riders are executed by Borrower and recorded together with this  
Security Instrument, they will be deemed to be a part of this Security Instrument.

Address	4000423
City	CHICAGO
State	ILLINOIS
Zip Code	60629
Submitted by	
CAROL MOSELEY BRAUN REGISTRAR OF TITLES	

4000423

2  
1348128  
IN DUPLICATE

INVESTOR'S TITLE GUARANTEE, INC.  
212 West Randolph Street  
Chicago, Illinois 60600  
Suite 600

# UNOFFICIAL COPY

**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 as if no acceleration had 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 paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. 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.

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

# UNOFFICIAL COPY

Page 2 of 8

Form 3014 9/90

more of the actions set forth above within 10 days of the giving of notice. This Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to another, or delinquent by, or delinquent against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the lien Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in

Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph to the person owed payment. Borrower shall furnish to Lender all notices of amounts to be paid under this paragraph. These obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and Lender shall pay rents, if any. Borrower shall pay

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property

which, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

the Security instrument.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any twelve monthly payments, at Lender's sole discretion. Funds held by Lender at the time of acquisition or sale of the sums secured by

Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender prior to the acquisition or sale of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums secured by

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any twelve monthly payments, at Lender's sole discretion. Borrower may so notify, Borrower in writing, and, in such case Borrower

time is not sufficient to pay the Escrow items when due, Lender may so notify, Borrower in writing, and, in such case Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

Without charge, an unusual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each

Borrower and Lender may agree in writing, however, that in event shall be paid on the Funds. Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall no be required to pay Borrower any interest or earnings on the Funds.

Lender in connection with this loan, unless applicable law provides otherwise. Unless an estate tax reporting service used by Lender may require Borrower to pay a one-time charge for an independent real estate tax service such a charge. However, if Lender may net charge Lender's account on the Funds and applicable law permits Lender to make such

verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to pay the Escrow items. Lender may net charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or including Lender, if Lender is such a corporation or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the

The Funds shall be held in an institution whose deposits are insured by a federal agency, insurability, or entity

Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future

sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

1974 as amended funds to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds related mortgage loans may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items."

if any: (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums,

Lender on the day monthly payments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments and assessments which may attain priority over the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest; Preparation and Late Charges. Borrower shall promptly pay when due the

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants which limited variations by jurisdiction to constitute a uniform security instrument covering real 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.

TOTAL HER WITH all the improvements now or hereafter erected on the property. All replacements and additions shall also be covered by this Security

structures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

# UNOFFICIAL COPY

Page 3 of 8

Form 3014 9/80

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the item "extincted coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods option, obtain coverage to protect Lender's rights in the property in accordance with Paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender may make proof of loss if not made promptly by Borrower.

Lender may collect the insurance premiums and renewals, if Lender holds the policies and renewals. Lender may use the proceeds to repair or restore the property if the insurance carrier has offered to settle a claim, unless Lender has the right to hold the policies and renewals. Lender shall give prompt notice to the insurance carrier and Lender if Lender has the right to hold the policies and renewals. Lender may use the proceeds to repair or restore the property if the insurance carrier has offered to settle a claim, unless Lender has the right to hold the policies and renewals. Lender may use the proceeds to repair or restore the property if the insurance carrier has offered to settle a claim, unless Lender has the right to hold the policies and renewals.

Unless Lender makes proof of loss if not made promptly by Borrower, Lender may collect the insurance premiums and renewals, if Lender holds the policies and renewals. Lender may use the proceeds to repair or restore the property if the insurance carrier has offered to settle a claim, unless Lender has the right to hold the policies and renewals. Lender may use the proceeds to repair or restore the property if the insurance carrier has offered to settle a claim, unless Lender has the right to hold the policies and renewals. Lender may use the proceeds to repair or restore the property if the insurance carrier has offered to settle a claim, unless Lender has the right to hold the policies and renewals.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.

immediately prior to the acquisition.

Damage to the property prior to the acquisition shall pass to Lender to the extent of the sums secured by this security instrument from under Paragraph 2. If the property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from possible title due to the monthly payments referred to in Paragraphs 1 and 2 or change the amount of the payments. If Lender leases later and Borrower otherwise agrees in writing, any application of proceeds to principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees to occupy the property as Borrower's principal residence for at least one year after this security instrument and shall continue to do so for the duration of Borrower's occupancy.

Borrower shall occupy, establish, and use the property as Borrower's principal residence within sixty days after the acquisition of this security instrument, unless Lender otherwise agrees to the contrary. The 30-day period will begin when the notice is given. Lender may collect the insurance premiums and renewals, whether or not then due. Lender may use the proceeds to repair or restore the property if the insurance carrier has offered to settle a claim, unless Lender has the right to hold the policies and renewals. Lender may use the proceeds to repair or restore the property if the insurance carrier has offered to settle a claim, unless Lender has the right to hold the policies and renewals.

Unless Lender makes proof of loss if not made promptly by Borrower, Lender may collect the insurance premiums and renewals, if Lender holds the policies and renewals. Lender may use the proceeds to repair or restore the property if the insurance carrier has offered to settle a claim, unless Lender has the right to hold the policies and renewals. Lender may make proof of loss if not made promptly by Borrower.

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 renewals notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the item "extincted coverage" and any other hazards, including

# UNOFFICIAL COPY

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

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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 sum 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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 damage, 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 payment referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. 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.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the 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.

**13. 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 sums 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.

**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.

4000423

# UNOFFICIAL COPY

PSR-1355-1083

DPS 1083

PSR-1355-1083-1083-1083-1083-1083-1083-1083-1083-1083-1083-1083-1083-1083-1083

PSR-1355-1083

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender's or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenants 7.

BY SIGNATURE DOCTOR AND BORROWER SIGN AND AGREE AS FOLLOWS: We have read and understood the foregoing  
Borrower represents and warrant, that 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.

BY SIGNATURE DOCTOR AND BORROWER SIGN AND AGREE AS FOLLOWS: We have read and understood the foregoing  
Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. 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 all the sums secured by the Security Instrument are paid in full.

L. 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.

BY SIGNATURE DOCTOR AND BORROWER SIGN AND AGREE AS FOLLOWS: We have read and understood the foregoing  
(Seal) \_\_\_\_\_ -Borrower.

BY SIGNATURE DOCTOR AND BORROWER SIGN AND AGREE AS FOLLOWS: We have read and understood the foregoing  
(Seal) \_\_\_\_\_ -Borrower.

BY SIGNATURE DOCTOR AND BORROWER SIGN AND AGREE AS FOLLOWS: We have read and understood the foregoing  
(Seal) \_\_\_\_\_ -Borrower.

BY SIGNATURE DOCTOR AND BORROWER SIGN AND AGREE AS FOLLOWS: We have read and understood the foregoing  
(Seal) \_\_\_\_\_ -Borrower.

BY SIGNATURE DOCTOR AND BORROWER SIGN AND AGREE AS FOLLOWS: We have read and understood the foregoing  
(Seal) \_\_\_\_\_ -Borrower.

BY SIGNATURE DOCTOR AND BORROWER SIGN AND AGREE AS FOLLOWS: We have read and understood the foregoing  
(Seal) \_\_\_\_\_ -Borrower.

BY SIGNATURE DOCTOR AND BORROWER SIGN AND AGREE AS FOLLOWS: We have read and understood the foregoing  
(Seal) \_\_\_\_\_ -Borrower.

BY SIGNATURE DOCTOR AND BORROWER SIGN AND AGREE AS FOLLOWS: We have read and understood the foregoing  
(Seal) \_\_\_\_\_ -Borrower.

BY SIGNATURE DOCTOR AND BORROWER SIGN AND AGREE AS FOLLOWS: We have read and understood the foregoing  
(Seal) \_\_\_\_\_ -Borrower.

BY SIGNATURE DOCTOR AND BORROWER SIGN AND AGREE AS FOLLOWS: We have read and understood the foregoing  
(Seal) \_\_\_\_\_ -Borrower.

BY SIGNATURE DOCTOR AND BORROWER SIGN AND AGREE AS FOLLOWS: We have read and understood the foregoing  
(Seal) \_\_\_\_\_ -Borrower.

BY SIGNATURE DOCTOR AND BORROWER SIGN AND AGREE AS FOLLOWS: We have read and understood the foregoing  
(Seal) \_\_\_\_\_ -Borrower.

BY SIGNATURE DOCTOR AND BORROWER SIGN AND AGREE AS FOLLOWS: We have read and understood the foregoing  
(Seal) \_\_\_\_\_ -Borrower.

BY SIGNATURE DOCTOR AND BORROWER SIGN AND AGREE AS FOLLOWS: We have read and understood the foregoing  
(Seal) \_\_\_\_\_ -Borrower.

BY SIGNATURE DOCTOR AND BORROWER SIGN AND AGREE AS FOLLOWS: We have read and understood the foregoing  
(Seal) \_\_\_\_\_ -Borrower.

BY SIGNATURE DOCTOR AND BORROWER SIGN AND AGREE AS FOLLOWS: We have read and understood the foregoing  
(Seal) \_\_\_\_\_ -Borrower.

BY SIGNATURE DOCTOR AND BORROWER SIGN AND AGREE AS FOLLOWS: We have read and understood the foregoing  
(Seal) \_\_\_\_\_ -Borrower.

BY SIGNATURE DOCTOR AND BORROWER SIGN AND AGREE AS FOLLOWS: We have read and understood the foregoing  
(Seal) \_\_\_\_\_ -Borrower.

BY SIGNATURE DOCTOR AND BORROWER SIGN AND AGREE AS FOLLOWS: We have read and understood the foregoing  
(Seal) \_\_\_\_\_ -Borrower.

BY SIGNATURE DOCTOR AND BORROWER SIGN AND AGREE AS FOLLOWS: We have read and understood the foregoing  
(Seal) \_\_\_\_\_ -Borrower.

BY SIGNATURE DOCTOR AND BORROWER SIGN AND AGREE AS FOLLOWS: We have read and understood the foregoing  
(Seal) \_\_\_\_\_ -Borrower.

BY SIGNATURE DOCTOR AND BORROWER SIGN AND AGREE AS FOLLOWS: We have read and understood the foregoing  
(Seal) \_\_\_\_\_ -Borrower.

BY SIGNATURE DOCTOR AND BORROWER SIGN AND AGREE AS FOLLOWS: We have read and understood the foregoing  
(Seal) \_\_\_\_\_ -Borrower.

RAFAEL CAMPOS

RAFAEL CAMPOS

DPS 1083

# UNOFFICIAL COPY

DPS 1082

MB-12727/91 3377

Form 3170 S/50

Instrument

CONSTITUTES AN ABSOLUTE ASSIGNMENT AND NOT AN ASSIGNMENT FOR ADDITIONAL SECURITY ONLY.

Lender has given notice to the Tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment and all the Rents until (i) Lender has given Borrower notice of default pursuant to Paragraph 21 of the Security Instrument and (ii) the Rents shall be paid to Lender or Lender's agents. However, Borrower shall receive agrees that each Tenant of the Property shall pay the Rents to Lender or Lender's agent to collect the Rents, and whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agent to collect the Rents, and unconditionally assigns and transfers to Lender all the rents and advances ("Rents") of the Property, regardless of to whom the Rents of the Property are payable.

**H ASSIGNMENT OF RENTS, APPROPRIAMENT OF RECEIVERS, LENDER IN POSSESSION, BORROWER ABSOLUTELY PARAGRAPHS G, THE WORD "LEASE" SHALL MEAN "SUBLEASE," IF THIS SECURITY INSTRUMENT IS ON A LEASEHOLD.**

to modify, extend or terminate the existing lease and to execute new leases, in Lender's sole discretion. As used in this and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender the leases of the Property set forth in Uniform Covenant 6 shall remain in effect, subject to any other provision of this Agreement.

**Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All rambling covisants and agreements in F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in E. BORROWER'S RIGHT TO RENTSTATE DELETED. Uniform Covenant 16 is deleted.**

for which insurance is required by Uniform Covenant 5.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards security instrument to be perfected against the Property without Lender's prior written permission.

**C. SUPERDINATE LINES.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the with all laws, ordinances, regulations and requirements of any government, municipal or body applicable to the Property use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the this 1-4 Family Rider and the Security Instrument as the "Property".

described in the Security Instrument as an "asset" if the lessor is on a lessor-leased to in this 1-4 Family Rider and the Security instrument for the lessor shall be referred to in remainder a part of the Property covered by the Security Instrument. All of the foregoing together with the Property hereafter attached to the Property, all of which, including replacements, additions, paneling and attached floor coverings now or blinds, shades, curtains and certain rods, either Ad mirrors, cabinets, dorm windows, storm doors, screens, ranges, stoves, refrigerators, dishwashers, dispensers, washers, dryers, wrings, plumbing, bath tubs, water heaters, water closets, sinks, distinguishing apparel, security and access control apparatus, electrical, structural, gas, water, air and light, fire prevention and those for the purposes of supplying or distributing heating, cooling, electric, gas, water, air and light, fire prevention or hereafter located in, on, or used or intended to be used in connection with the Property, including, but not limited to, the Property covered by the Security Instrument, building materials, appliances and goods of every nature whatsoever now described in the Security instrument, the following items are added to the Property description and shall also constitute hereinafter incorporated into and shall be deemed to be demand and supplemental the Mortgages, Deed of Trust or Security Deed (the "Lender") of the same date and covering the Property described in the Security Instrument and located at THE TALIMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS

THIS 1-4 FAMILY RIDER is made this 26TH day of SEPTEMBER 1991 and is incorporated into and shall be deemed to amend and supplement the Mortgages, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Notes to the Security instrument, the following materials; building materials, appliances and goods of every nature whatsoever now described in the Security instrument, the following items are added to the Property description and shall also constitute

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument,

(Property Address)

3641 SOUTH HAMILTON, CHICAGO, ILLINOIS 60609

**Assignment of Rents**

**1-4 FAMILY RIDER**

1093