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8796/0015 53 001 Page 1 of 13  
2000-06-06 09:17:51  
Cook County Recorder 45.50



RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

BLACKBURNE & BROWN  
MORTGAGE COMPANY, INC.  
4811 Chippendale Drive, Suite 101  
Sacramento, CA 95841

Loan No. N1190

00-02099 SPACE ABOVE THIS LINE FOR RECORDER'S USE \_\_\_\_\_

RECORDER: INDEX FOR SPECIAL NOTICE

MORTGAGE AND ASSIGNMENT OF RENTS

WITH AN OPTION TO CALL AFTER 60 MONTHS

This Mortgage (hereinafter "Security Instrument") is made this 30 day of May  
2000. The Borrower is Curtis P. Anderson (hereinafter "Borrower").

*Single person*

The Beneficiary is See "Addendum I" ("Lender"),

whose address is c/o Blackburne & Brown Mortgage Company, Inc., 4811 Chippendale Drive, Suite 101, Sacramento, California 95841 (916) 338-3232.

"IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES."

Borrower owes Lender the principal sum of U.S. \$156,000.00. The Borrower's Note (hereinafter "Note") is evidence of this debt. The Note has the same date as this Security Instrument and provides for monthly payment. The Note also shows that the full debt is callable anytime after June 1, 2005, and if not paid or called earlier, due and payable on June 1, 2015. This Security Instrument secures to the Lender the following: (a) the

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LAWYERS TITLE INSURANCE CORPORATION

00408743

SCHEDULE A CONTINUED - CASE NO. 00-02099

LEGAL DESCRIPTION:

Lot 1 in Block 18 of Mallette and Brownell's Subdivision of Blocks 16 to 21 inclusive in Auburn Park in Section 28, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

20-28-122-002

Property of Cook County Clerk's Office

repayment of the debt evidence 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 6 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 irrevocably grants, mortgages, warrants, and conveys to Lender to secure payment of the Note the following described property located in Cook County, Illinois:

See "Exhibit A" for legal description

which has the address of 543-549 West 74<sup>th</sup> Street, Chicago, Illinois 60621 (hereinafter "Property Address");

**TOGETHER WITH** all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures which are now or will become part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument collectively as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered except for the encumbrances of record. Borrower warrants and will generally defend the title to the Property against all claims and demands, subject to any encumbrances of record.

#### **BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:**

- 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. Application of Payments.** Unless applicable law provides otherwise, the Lender has the sole option of applying all payments received to pay first delinquent insurance premiums, leasehold or ground rent charges, taxes, assessments, charges, fines, and other impositions on the Property. Any remainder from the payment shall be applied first to interest payable on the Note, and then to the principal of the Note.
- 3. Taxes; Charges; Liens.** Borrower shall pay and discharge all leasehold payments or ground rents, taxes, assessments, general or special charges, fines, and impositions attributable to the Property which may attain priority over this Security Instrument at least ten days before delinquency.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) 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 operate, in the opinion of the Lender, to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement which subordinates the lien to this Security Instrument and is satisfactory to the Lender. If Lender determines that any part of the Property is subject to a lien which may attain 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 ten days of the giving of notice.

**4. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, rent loss, hazards included within the term "extended coverage" and any other hazards, including but not limited to floods or earthquakes for which Lender requires insurance. This insurance shall be maintained in the amounts 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. If Borrower fails to maintain the coverage described above, Lender has the sole option to obtain such coverage to protect Lender's rights in the Property in accordance with the terms of this Security Instrument.

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 the 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. Policy shall contain 30 day notice of cancellation or termination.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoring or repairing any part of the Property that has been damaged. If the restoration or repair is not economically feasible or would lessen Lender's security, in the sole discretion of the Lender, then the insurance proceeds shall be applied to the sums secured by this Security Instrument, even if not yet due, with any excess paid to Borrower. If Borrower abandons the Property, or does not respond within thirty days to Lender's notice that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. In that event, the Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, even if the sums are not yet due. The thirty day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application or proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in this Security Instrument or change the amount of the payments. If Lender acquires the Property, Borrower's rights to receive any insurance proceeds resulting from damage to the Property before Lender acquired the Property shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall not destroy, waste, damage, or otherwise impair the value of the Property, nor shall the Borrower allow the Property to deteriorate. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is instituted that in Lender's good faith opinion could result in forfeiture of the Property or otherwise impair the value of the Property. Borrower may cure such a default and reinstate this Note by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith opinion, precludes forfeiture of the Borrower's interest in the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal place of business. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**6. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if the Property is subject to legal proceedings that may significantly affect Lender's rights in the Property, such as bankruptcy, probate, condemnation, or forfeiture, then Lender may do whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include, but are not limited to, paying any sums secured by a lien which has priority over this Security Instrument, making a court appearance, paying reasonable attorney's fees, and entering the Property to make repairs. Although Lender has these options, the lender does not have an obligation to take any of these actions.

Any amounts disbursed by Lender under this paragraph shall become Borrower's additional debt and will be secured by this Security Instrument. Unless Borrower and Lender agree to other payment terms, these amounts shall earn interest from the date of disbursement at the rate stated on the Note and shall be payable, with interest, upon request from the Lender to Borrower, provided that Borrower receive proper notice of the request.

**7. Mortgage Insurance.** 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be effective, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect. In addition, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from a mortgage insurer approved by Lender. If substantially

equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the Lender's option, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by a Lender-approved insurer 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.

**8. Inspection.** Except in emergency situations, Lender or Lender's agent may enter upon and inspect the Property at reasonable times. Lender shall notify Borrower at the time of or prior to any inspection and shall specify the reason 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, regardless whether said sums are 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 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. 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, even if the sums are not yet due.

If the Property is abandoned by the Borrower, or if, after Lender has provided notice to the Borrower that a condemner has offered to make an award or settle a claim for damages and Borrower fails to respond to Lender within thirty days after the date the notice is given, Lender shall be authorized to collect and apply the proceeds, at Lender's option, either to restore or repair the Property. The Lender may also apply the proceeds to the sums secured by this Security Instrument regardless whether such sums are due.

Unless Lender and Borrower otherwise agree in writing, any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of such payments.

**10. Borrower Not Released; Forbearance by Lender Not a Waiver.** The Lender's acts of extending the time for paying or modifying the amortization of the sums secured by this Security Instrument for a successor in interest of Borrower shall not operate to release the original Borrower or the original Borrower's successors in interest from any liability arising from the Note. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend the time for payment or otherwise modify the 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 the exercise of any right or remedy shall not constitute 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 the successors and assigns of Lender and Borrower subject to the provisions of paragraph 16 below. 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 Interest 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 the 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 any court of competent jurisdiction finds that the interest or loan charges called for in this loan exceed the legal limits, then (a) any such loan charge shall be reduced to the permitted limits and (b) any sums already collected from Borrower which exceeded the legal limits will be refunded to the Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by paying the Borrower directly. If a refund reduces the principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**13. Notices.** Any notice to the Borrower required by this Security Instrument shall be provided by personal delivery or first class mail unless applicable law requires the use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by written notice to Lender. Any notice to Lender shall be given by first class mail, postage prepaid, to Lender's address stated herein or any other address Lender designates by written notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender on

the date of such hand-delivery or three business days after such notice is deposited in the first class mail, postage prepaid.

**14. 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 provisions. Thus, the provisions of this Security Instrument and the Note are declared to be severable.

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

**16. 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 exercise its sole option to require immediate payment in full of all sums secured by this Security Instrument. Lender, however, shall not exercise this option if the law in which the Property is located prohibits such exercise.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of at least thirty 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 providing Borrower any further notice or demand.

**17. 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) five 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 has 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 attorney's 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. This right, however, shall not apply in the case of an acceleration under this Security Instrument.



**18. 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 Service") that collects the monthly payments due under the Note and this Security Instrument. Changes of the Loan Service unrelated to a sale of the Note may also occur. If a change of the Loan Service occurs, then Borrower shall be given written notice of the change in accordance with the terms of this Security Instrument and applicable law.

**19. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances in violation of any applicable law on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that would violate any applicable environmental law. This provision, however, 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 commercial uses and for the 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 Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with applicable law.

The term "Hazardous Substances" means those substances defined as toxic or hazardous by applicable laws 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. Applicable law for environmental law under this paragraph includes federal laws and laws of the jurisdiction where the Property is located.

## **BORROWER AND LENDER FURTHER COVENANT AND AGREE AS FOLLOWS:**

**20. Acceleration; Remedies.** Lender shall give notice to the Borrower before acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not before acceleration under paragraph 16 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 ten 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 and the sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-

existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender will have the option to require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to reasonable attorney fees and costs of title evidence. The Lender may take any appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

**21. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release the lien of this Security Instrument and all notes evidencing debt secured by this Security Instrument. Lender shall release the lien of this Security Instrument on the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recording fees and reasonable Lender's fees.

**22. Appointment of Agent.** Lender has the option to appoint an agent hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender and Borrower, the book and page where this Security Instrument is recorded and the name and address of such agent.

**23. Request for Notices.** Borrower requests that copies of the notices of default and sale be sent to Borrower's address at 5247 S. Hermitage, Unit #3, Chicago, Illinois 60609.

**24. Attorneys' Fees.** The Lender shall be entitled to recover reasonable attorney's fees where so agreed in the Note and this Security Instrument even if no court action is initiated or if no final judgment is entered.

**25. Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by law for furnishing the statement of obligation as provided by section 2943 of the California Civil Code.

**26. Partial Property Description.** In addition to the other property described elsewhere in this Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by this Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used on the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm

doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto shall be deemed to be and remain a part of the Property covered by the Security Instrument. The above description is not intended to be an exhaustive list of the items covered by this Security Instrument and shall not limit in any manner the coverage of this Security Instrument.

**27. Use of Property; Compliance with Law.** Borrower shall not seek, agreed 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.

**28. Subordinate Liens.** A reasonable amount of junior financing shall not be prohibited by the Lender; however, the parties specifically agree that the creation of total financing in excess of 80 percent of the property's value leaves the Lender with an amount of equity insufficient to discourage the borrower from defaulting and shall constitute sufficient grounds to accelerate the maturity of the Note and this Mortgage.

**29. 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, in Lender's sole discretion, have the right to modify, extend or terminate the existing leases and to execute new leases.

**30. Assignment of Rents; Appointment of Receiver; Lender in Possession.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues (hereinafter "Rents") of the property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. Borrower, however, shall receive the Rents until: (a) Lender has given Borrower notice of default pursuant to paragraph 20 of the Security Instrument, and (b) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This Assignment of Rents constitutes an absolute assignment and not just an assignment for additional security.

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 and will be applied to the sums secured by this 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 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, including but not limited to attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes,

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assessments, and other charges on the Property, and then to the sums secured by this 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 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 from the Property are insufficient to cover the costs of taking control of and managing the Property, then any funds expended by Lender for such purposes shall become additional indebtedness of the Borrower and will be secured by this Security Instrument.

Borrower represents and warrants 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.

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. Lender, Lender's agents, or judicially appointed receivers, however, may enter upon and take control of the Property 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 are paid in full.

**31. Cross-Default Provision.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under this Security Instrument and Lender may invoke any of the remedies permitted by this Security Instrument.

**32. Riders 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.

\_\_\_\_\_ Planned Unit Development Rider \_\_\_\_\_ Condominium  
\_\_\_\_\_ Other If other, please specify: \_\_\_\_\_

REQUEST FOR SPECIAL NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR SECURITY DEEDS

Borrower and Lender request that the holder of any mortgage, security deed, or other encumbrance with a lien which has priority over this Security Instrument to send Notice to the Lender care of Lender's servicing agent, at its address set forth on page one of this Security Instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

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.

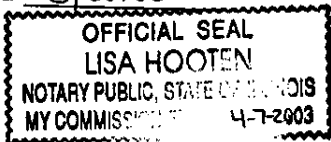
Curt P. Anderson  
Curtis P. Anderson

STATE OF ILLINOIS

COUNTY OF COOK

On 5-30-00, before me, the undersigned, a Notary Public in and for said State, personally appeared Curtis P. Anderson and acknowledged to me that he executed the same, and that by his signature on the instrument, the person(s), or the entity upon behalf of which the WITNESS my hand and official seal.

Dated 5/30/00



Lisa Hooten  
Signature  
LISA Hooten  
Name (typed or printed)  
My commission expires: 4-7-2003

This instrument was prepared by:

John G. Arena, Esq.  
David, Goodman 7 Madole, P.C.  
5420 LBJ Freeway, Suite 1200  
Dallas, Texas 75240