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Cook County Recorder 37.50



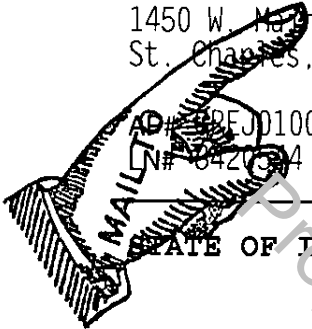
00589780

AFTER RECORDING MAIL TO:

Maple Park Mortgage Co.

1450 W. Main Street, Suite G
St. Charles, IL 60174

AD# 00EJ0100 AGL02
N# 042104



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STATE OF ILLINOIS

FHA MORTGAGE

FHA CASE NO.

137-0320645-702

9

This Mortgage ("Security Instrument") is given on February 24, 2000. The Mortgagor is JOHN D GREGOIRE, A Single Person

P.N.T.N.

whose address is 7810 S CREGIER, CHICAGO, IL 60649 ("Borrower"). This Security Instrument is given to Maple Park Mortgage Co.

which is organized and existing under the laws of the State of Illinois and whose address is 1450 W. Main Street, Suite G, St. Charles, IL 60174 ("Lender").

Borrower owes Lender the principal sum of Two Hundred Sixteen Thousand Four Hundred Dollars and no/100 Dollars (U.S. \$216,400.00). 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 March 1, 2030. 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 5 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 4 IN BLOCK 29 IN SOUTHFIELD, A SUBDIVISION OF BLOCKS 7, 18, 19, 22, 23, 24, 26, 27, 28, 29, 30, 31 AND 32 IN JAMES STINSON'S SUBDIVISION OF EAST GRAND CROSSING OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. TAX ID # 20-25-327-018

which has the address of 7810 S CREGIER CHICAGO
[Street] [City]
Illinois 60649 ("Property Address");
[Zip Code]

and other hazard insurance premiums, as required;
SECOND to any taxes, special assessments, leasehold payments or ground rents, and fire, flood
charge by the Secretary instead of the monthly mortgage insurance premium;
FIRST to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly
follows:

3. Application of Payments. All payments under Paragraphs 1 and 2 shall be applied by Lender as

for items (a), (b), and (c).
The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument.
If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with
the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium
installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly
refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its
acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments

Borrower to make up the shortage or deficiency as permitted by RESPA.
If the amounts held by Lender for Escrow items exceed the amounts permitted to be held by RESPA,
Lender shall deal with the excess funds as required by RESPA. If the amounts of funds held by Lender at
any time are not sufficient to pay the Escrow items when due, Lender may notify the Borrower and require
Borrower to make up the shortage or deficiency as permitted by RESPA.

Lender may, at any time, collect and hold amounts for Escrow items in an aggregate amount not to
exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate
Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq. and implementing regulations, 24 CFR Part
3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted
by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available
in the account may not be based on amounts due for the mortgage insurance premium.

are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."
amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items
of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable
annual mortgage insurance premium to be paid by Lender to the Secretary, or (iii) a monthly charge instead
Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the
Urban Development ("Secretary"), or in any year in which such premium would have been required if
any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and
payments of ground rents on the Property, and (c) premiums for insurance required under Paragraph 4. In
monthly payment, together with the principal and interest as set forth in the Note and any late charges, a
sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold
2. **Monthly Payments of Taxes, Insurance and Other Charges.** Borrower shall include in each

and interest on, the debt evidenced by the Note and late charges due under the Note.
1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of,

claims and demands, subject to any encumbrances of record.
encumbrances of record. Borrower warrants and will defend generally the title to the Property against all
right to mortgage, grant and convey the Property and that the Property is unencumbered, except for
BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the
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."
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements,
rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all

THIRD, to interest due under the Note;
FOURTH, to amortization of the principal of the Note;
FIFTH, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. 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 residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and

a mortgage insurance premium to the Secretary.
be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall written statement of any authorized agent of the Secretary dated subsequent to 60 DAYS
Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A secured thereby not be eligible for insurance under the National Housing Act within 60 DAYS from the date hereof. Lender may, at its option and notwithstanding anything in (e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the note permitted by regulations of the Secretary.

foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment default, to require immediate payment in full and subsequent events.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to approved in accordance with the requirements of the Secretary.

(iii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or sold or otherwise transferred (other than by devise or descent) by the Borrower, and (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is instrument if:

approval of the Secretary, require immediate payment in full of all the sums secured by this Security (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior contained in this Security Instrument.

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security instrument prior to or on the due date of the next monthly payment, or (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment default, require immediate payment in full of all sums secured by this Security Instrument if:

9. Grounds for Acceleration of Debt.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

entity legally entitled thereto.
proceeds over an amount required to pay all outstanding indebtedness under the Note shall be paid to the payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal.

7. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

AP# GREJ0100 AGL02

LN# 3420544

reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time of 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 successor 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 9(b). 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. 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 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.

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 provision. To this end 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 this Security Instrument.

16. 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: (a) 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; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) 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 16.

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FHA ILLINOIS MORTGAGE FORM
ISC/FMDTIL/0195/(0692)-L

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FHA CASE NO. 137-0320645-702
6/92

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

John D. Gortchore
JOHN D. GORTCHORE

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 7 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- Planned Unit Development Rider
 Other [Specify] _____
- Condominium Rider
 Graduated Payment Rider
 Growing Equity Rider

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

19. Waivers of Homestead. Borrower waives all rights of homestead exemption in the Property.

18. 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.

17. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding, 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 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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.

LN# 3420544

AP# GREJ0100 AGL02

Property of Cook County Clerk's Office

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AP# GREJ0100 AGL02

LN# 3420544

STATE OF

ILLINOIS

Cook County ss:

I, The Undersigned, a Notary Public in and for said county and state, do hereby certify that JOHN D GREGOIRE

personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24 day of February 2000.

My commission expires:

Lisa Kent

Notary Public

This instrument was prepared by Vicki Ioannidis
Address: 1450 W. Main Street, Suite 200
St. Charles, IL 60174



LOAN NO. 3420544

1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 24th day of February, 2000, 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 Maple Park Mortgage Co.

, (the "Lender")
of the same date and covering the Property described in the Security Instrument and located at:

7810 S CREGIER, CHICAGO, IL 60649

[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. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with 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, panelling 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. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. 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.

C. 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.

D. 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.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. 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 G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

JOHN D GREEN RE

Family Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4

1. **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.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("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. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) 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 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 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 or Lender's agents upon Lender's written demand of 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 receivers' 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 Covenant 7. 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. 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.