

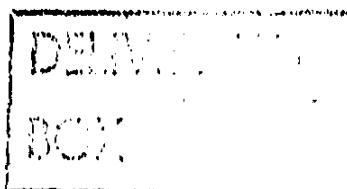
# UNOFFICIAL COPY

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COOK COUNTY, ILLINOIS  
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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 10, 1993. The mortgagor is

RICHARD C HAVLICEK AND MARJORIE S HAVLICEK, HIS WIFE

("Borrower"). This Security Instrument is given to

STANDARD FEDERAL BANK FOR SAVINGS

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 4192 S. ARCHER AVE, CHICAGO, ILLINOIS 60632

("Lender"). Borrower owes Lender the principal sum of THIRTY THREE THOUSAND NINE HUNDRED DOLLARS &amp; NO CENTS

Dollars (U.S. \$ 33,900.00).

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 JANUARY 1, 2009. 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 30 AND THE SOUTH 1/2 OF LOT 31 IN BLOCK 1 IN CHICAGO TITLE AND TRUST COMPANY'S SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #19-22-106-021-0000 AFFECTS LOT 30 AND  
PIN #19-22-106-042-0000 AFFECTS THE SOUTH 1/2 OF LOT 31which has the address of 6347 S KENNETH CHICAGO [Street, City],  
Illinois 60629 ("Property Address");

(Zip Code)

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 8/90  
Amended 5/91

VMP MORTGAGE FORMS - (800)821-7291

Page 1 of 0

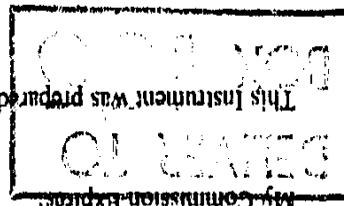
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Box 166

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AURORA JASATIS  
4445 W 95TH ST OAK LAWN, IL 60453-0101  
NOTARY PUBLIC, STATE OF ILLINOIS  
PATRICKA A. AYALA, R#AN  
Page 6 of 6  
9/80



Given under my hand and official seal, this  
day of September, 1980, signed and delivered the said instrument as  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that  
personally known to me to be the same person(s) whose name(s)  
is/are subscribed thereto, free and voluntarily act, for the uses and purposes herein set forth.

RICHARD C HAVLICK AND MARJORIE S HAVLICK, HIS WIFE  
I, Richard C. Havlick,  
a Notary Public in and for said county and state do hereby certify  
that the undersigned  
is personally known to me to be the same person(s) whose name(s)  
is/are subscribed thereto, free and voluntarily act, for the uses and purposes herein set forth.

Borrower  
\_\_\_\_\_  
(Seal)

MARJORIE S HAVLICK  
Margorie S. Havlick  
Borrower  
\_\_\_\_\_  
(Seal)

RICHARD C HAVLICK  
Richard C. Havlick  
Borrower  
\_\_\_\_\_  
(Seal)

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

- [Check applicable box(es)]
- the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
24. 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 become a part of this Security Instrument.
- V.A. Rider   
Balloon Rider   
Biweekly Payment Rider   
Gradualized Payment Rider   
Planned Unit Development Rider   
Conditional Minimum Rider   
1-4 Family Rider   
Adjustable Rate Rider   
Rate Improvemnt Rider   
Second Home Rider   
Other(s) [Specify]

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**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 will 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.

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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) consents in good faith the lien by, or delegates authority to Lender's attorney-in-fact to Lender, or legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender authorizing Lender to sell the collateral out of the lien to pay the amount due under this Security Instrument.

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

which may attain priority over this Security instrument, and leasehold payments or ground rents, if any. Borrower shall pay taxes, assessments, damages, expenses, and impositions upon or due to the property to the person owed payment.

third, 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;

of the Property, shall apply Any Funds held by Lennder at the time of acquisition or sale of a credit against the sums secured by Lender's Head of Lender; (ii) under paragraph 21, Lender shall receive or set the preference, together, prior to the acquisition of some

twelve months only payable, at Lender's sole discretion.

for the excess Funds in accordance with the requirements of applicable law, provided such action to recover

If the Funds held by Leander exceed the amounts permitted to be held by applicable law, Leander shall account to Barrwater debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

used by Lender in connection with this loan, unless as applicable law provides otherwise. Lender may repossess any equipment used by Borrower and Lender may agree in writing, however, that in event shall be paid on the Funds. Lender shall have to Borrower applies to the rights of Lender under this Agreement.

Escrow items. Lender may not charge Borrower for holding and applying funds, annually analyzing the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the funds and applicable law permits Lender to make such a charge. However, Lender may receive a one-time charge for an independent real estate tax reporting service a charge. Borrower is required to pay a one-time charge for an independent real estate tax reporting service a charge.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender), if Lender is such as to qualify) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the escrow fees or otherwise in escrow in accordance with applicable law.

sets a lesser amount, if so, under may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Leesee or otherwise in accordance with applicable law.

Under my authority not to exceed the maximum amount available  
for Borrower's escrow account under the General Real Estate Settlement Practices Act of  
1974 as amended from time to time, 12 U.S.C. Section 2601 et seq., ("RESPA"), unless another law applies to the Funds  
received mortgagor may require for Borrower's escrow account under the General Real Estate Settlement Practices Act of  
1974 as amended from time to time, 12 U.S.C. Section 2601 et seq., ("RESPA"), unless another law applies to the Funds

or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums; (f) any sums payable by Borrower to Lender; (g) extraordinary bills

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) generally taxes and assessments which may affect this Security instrument as a lien on the Property; (b) generally leschold payments

1. Payment of Preimperial and Imperial Prepayments; Barrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines sufficient conveniences for national use and non-uniform conveniences with limited general applicability due to the property subject all claims and demands, subject to any encumbrances of record, and will defeat and convey the title to the property to the unencumbered, except for nonpossessories of record, Borrower warrants

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".

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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 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 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 damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**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 limit, 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.

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8. Mortgage Insurance. If Lender requires 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 insurance premium is increased, Borrower shall pay the additional amount required to maintain the mortgage insurance in effect. Lender may require that the insurance premium be paid in advance.

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

7. Lennder does not have to do so.

7. Protection of Lender's Rights in the Property, If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or for title to enforce laws or regulations), then Lender may do and proceed in his/her best interest.

6. Occupancy, Preservation, Vacantance and Protection of the Property; Borrower's Loan Application; Leaseholders, 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 Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless action is taken by Borrower which results in damage or impairment of the Property, allowing the Property to deteriorate, or commit waste on the Property, Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun against Lender's good faith judgment resulting from any of the Property or otherwise materially impairing the Lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and resume as provided in paragraph 18, by using the condition or proceeding to be dismissed with a final judgment or decree in favor of Lender's interest.

Secured by this Security instrument, whether or not then due, the 30-day period will begin when the notice is given.

Leinster may make claim or loss in respect of damage to his fixtures and fittings or equipment of any kind.

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

All insurance policies and renewals shall be acceptable to Leander and shall include a standard mortgage clause. Leander shall have the right to hold the policies and renewals, if Leander requires. Borrower shall promptly give to Leander all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Leander.

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 term "extended coverage" and any other hazards, floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods limit Lender's remedies. The insurance carrier provided the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonable without good cause. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, pay the premium and collect the same from Borrower.

## 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this **10TH** day of **DECEMBER**, **1993**,  
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

**STANDARD FEDERAL BANK FOR SAVINGS**  
**4192 S. ARCHER AVE., CHICAGO, ILLINOIS 60632** (the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at:

**6347 S KENNETH**

**CHICAGO**

**IL 60629**

[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 household estate if the Security Instrument is on a household) 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.



03C36742

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Form 3170 12/92

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

*Richard G. Haile*

*Richard G. Haile*

FAMILY RIDER.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this I-A permitteed by the Security Instrument.

Lender has an interest shall be breached under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Rents of the Property shall incur all the sums secured by the Security Instrument are paid in full.

Rents shall not cure or waive any default or invalidity or receiver may do so at any time when a default to Borrower. Any application of Rents of a judgmentally appointed receiver, may do so at any time when a default to Lender. This assignment of Lender's rights or a majority before or after giving notice of default to Borrower. However, Lender, or

control of or maintain the Property before or after giving notice of default to Lender, shall not be required to enter upon, take

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to exercise his rights under this paragraph.

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 his rights under this paragraph.

If the Rents of the Property are not paid to Lender securities by the Security Instrument pursuant to Uniform Covenant 7.

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 to cover the costs of taking control of and managing the

showing as to the imadecuity of the Property security.

If the Rents of the Property are not paid to Lender securities by the Security Instrument to take possession of and manage the Property and collect the Rents and profits derived from the Property without any

only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take Security Instrument: (v) Lender, Lender's agents or any judgmentally appointed receiver shall be liable to account for insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the

Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the

lender: (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 collection of the Rents, including, but

Property shall pay all Rents due and unpaid to Lender or Lender's agents to the sums secured by the Security Instrument, to the extent that each tenant of the

is trustee for the benefit of Lender only, to be applied to the Rents of the Property: (iii) Borrower agrees that Lender

shall be entitled to collect and receive all of the Rents of the Property, (ii) Borrower agrees that Lender shall be held by

If Lender receives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower

as agent for additional security only.

If Lender's agent to Lender's agent. This assignment of Rents constitutes an absolute assignment and not

arc to be paid to Lender or Lender's agent. Pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents

Lender's agent, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default

Lender's agent. However, Borrower shall receive the Rents each month of the Property shall pay the Rents to Lender or

Lender's agent to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or

the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or

Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.

discretion. As used in this paragraph C, the word "lease", shall mean "sublease", if the Security Instrument is on

Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender's sole

shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole

discretion. A leasehold.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the