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OAK TRUST AND SAVINGS BANK 1000 N. RUSH STREET CHICAGO, IL: 60611

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Fig. 5. Learners and Admiration of the State of Congress of the Green against

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MORTGAGE

THIS MORTGAGE ('Society instrument') is given on December 22, 1993. The mortgagor is Jeffrey Coe and Lynn Horwitz Coe, His Wife ("Borrower"). This Security in trument is given to OAK TRUST AND SAVINGS BANK, which is organized and existing under the laws of the State of Illinois and whose r, dr as is 1000 N. RUSH STREET, CHICAGO, IL. 60611 ("Lender"). Borrower owes Lender the principal sum of Two Hundred Three Thousand & 20 00 Dollars (U.S. \$203,000,00). This debt is avidenced 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, 2024. This Security instrument secures to Lender: (a) the reray nent 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 describer property located in Cook County, Illinois:

LOT 31 IN BLOCK 21 IN RAVENSWOOD GARDENS, A SUBDIVISION OF ALL THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 A.T. THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, WA'T OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH EAST OF THE SANITARY DISTRICT RIGHT OF WAY, (EXCEPT THEREFROM THE RIGHT WAY OF THE NORTHEASTERN RAILWAY COMPANY), ... COOK COUNTY, ILLINOIS.

2621 Windsor Chicago, ILlinois 60625 P.I.N.#13-13-221-002-0000

which has the address of 2621 W Windsor, Chicago, Illinois 60625 ("Property Address");

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

BORROWER COVENANTS that Borrower is lawfully selsed of the estate hereby conveyed and his the right to mortgage, grant and convey the Property and that the Property is unancumbered, except for enountrances of record. Borrower war into and will defend generally the little to the Property against all claims and demands, subject to any ennumbrances of record. administration of the con-

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

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when die the principal of and interest on the debt evidenced by the Note and any propayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Londer, Borrower shall pay its Londer on the day monthly? payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which ir an ittain priority over this Security instrument as a lien on the Property; (b) yearly leasehold payments or ground ronts on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escraw Items." Lander may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage Ican may require for Borrower's escrew account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to line, 12 U.S.C. Section 2601 et seg. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If se, Londor may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lander may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a toderal agency, instrumentally, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the 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, Londer may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Londer in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lander shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Londer shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are

pledged as additional security for all sums secured by this Security Instrument,

(page 1 of 4 pages)

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If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, b, under paragraph 21, Lender shall acquire or sell the Property, shall acquire or sell the Property, shall acquire or sell the Property, shall acquire or sell the Property any Funds, held by

Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security instrument, and leasehold payinets or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that married. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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 in the Lender's opinion operate to prevent the lien of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument, 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's notice identifying the lien. Borrower shall satisfy the lien or take one or more of the action, sat out above within 10 days of the giving of notice.

5. Hazard or Propert, Insurance. Borrower shall keep the Improvements now existing or hersafter erected on the Property Insurance by five) hazards included within the term textended doverage and any other hazards; including floods or flooding for which Dender requires insurance. This finaurance shall be maintained and for the paridos that Lender requires. The insurance camer providing the insurance shall be chosen by Borrower subject to be der's approval which shall not be unreasonably withheld. If Borrower falls to maintain poverage described above, Lender's option, of the coverage to protect Lender's rights in the Property in accordance with paragraph 700 and coverage to protect Lender's rights in the Property in accordance with paragraph 700 and coverage.

All insurance policies and renewed shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If the event of loss, Borrower shall give prompt rottes to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, Insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible or Lender'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 ar another the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim; then Lender may foliacly the Insurance proceeds. Lender 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.

Unless Lender and Borrower otherwise agree in writing 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 the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting and damage to the Property prior to the acquisition shall pass to Lender to the extent

of the sums secured by this Sepurity Instrument immediately prior to the condistion.

6. Occupancy, Preservation, Maintenance and Protection (4 th) Property; Borrower's Loan Application; Lesseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within study days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at k ast one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreazonably withheld, or unless extenuer in circumstances exist which are beyond Borrower's control. Borrower's shall not destroy, damage or impain the Property, allow the Property to deterior, and commit waste on the Property. Borrower's primarile that the Property or otherwise materially impair the iten created by this Security Instrument or Lender's and religious training that, in Lender's good faith determination, precludes forteiture of the Borrower's interest in the Property or other material impairment of the itenate to the Borrower's interest in the Property or other material impairment of the itenate to the Borrower's interest in the Property or other material impairment of the itenate to the control of the Borrower's interest in the Property or other material impairment of the itenate to the provide to provide Lander with any material information in connection with the loc midenced by the Note, including, but into impairment of the Property as a principal residence. If this Security instrument is on a leasehold, Borrower acquires fee title to the Property, the leasen of and the foe title shall not merce unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower falls to perform the covenants and agreements contained in this Security Instrument; or there is a togal proceeding that may significantly effect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is accessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a likin which has priority over this Security instrument, appearing in court, paying reasonable attorneys fees and entering on the Property to make repairs.

under this paragraph 7, Lander does not have to do so.

Any amounts disburred by Lender under this paragraph 7 shall become additional debt of Sorrower secured by the Sourity instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement of the Note rate and shall be

payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required niorigage 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 tapsos or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect, from an alternate mortgage insurance operage is not available, Borrower shall pay to Lender each mortification equal to one-twellth of the yearly mortgage insurance premium being paid by Borrower when the insurance operage tapsed 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 option of Lander, 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 Lander 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 fleu of condemnation, are flereby 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 Institutent, 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 Lander otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following Iracilion: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property In which the fair market value of the Property In which the fair market value of the Property In which the fair market value of the Property In which the fair market value of the Property In which the fair market value of the Property In which the fair market value of the Property In which the fair market value of the Property In which the fair market value of the Property In which the fair market value of the Property In which the fair market value of the Property In which the fair market value of the Property In which the fair market value of the Property In which the fair market value of the Property In which the fair market value of the Property In which the fair market value of the Property In which the fair market value of the Property In which the fair market value of the Property In which the Property In which the Property In which the fair market value of the Property In which the Prope

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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 falls 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 of 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 Walver. 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 retuse 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 walver 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 morigage, 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 Char s. If the loan secured by this Security instrument is subject to a law which sets maximum to an 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 fimits, 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 per nitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct pryment to Borrower. If a refund reduces principal, the reduction will be treated as a partial propayment without any prepayment charge under the Note.

14. Notices. Any notice to Economer provided for in this Security instrument shall be given by delivering it or by mailing it by first class mall 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 Lende, shall be given by first class mall 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 Cocally 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 roles 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 securicly.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured to 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 malled within which Borrower must par 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 carmitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Forrower shall have the right to have enforcement of this Socurity 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 of (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be disconder 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' (see; and (d) takes such action, or Lender may reasonably require to assure that the line of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sines secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations accounted by this Security Instrument fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration up the 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 "Lean 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, borrower will be given written inotice of the change in accordance with paragraph 14 above and applicable law. The rotice will state the name and address of the new Loan Servicer and the address to which payments should be the contract 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 quantilies 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 formaldohyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means toderal 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.

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Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 22nd 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 OAK TRUST AND SAVINGS BANK (the "Lander") of the same date and covering the property described in the Security instrument and located at:

🐃 2621 W Windsor, Chicago, Illinois 60625

- 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 healing, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, escurity and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm drives, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or here-the are the shed 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 estats 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 Lander has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any possimmental body applicable to the Property.
- C. SUBORDINATE LIENS. Fix and 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. Box 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 REINSTAT." DELETED. Uniform Covenant 18 is deleted.
- F. BORROWER'S OCCUPANCY. Unless Lander and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is diseard. All remaining covenants and agreements set forth in Uniform Covenant 8 shall remain in effect.
- G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrier's shall assign to Lender all leases of the Property and all socurity 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 "sublesse" If the Security Instrument is on a leasehold.
- ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; CENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revonues ("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 runts, 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 in the Innant(s) that the Rents are to be paid to Lender or Lander's agent. This assignment of Rents constitutes an absolute assignment and not 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 benefit of Lander pnty, to be applied to the sums secured by the Security Instrument; (ii) Lander shall be entitled to collect rund 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 and ender's agent on Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lander's agents shall be applied first to the costs of laking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's tees, receiver's tees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account only for 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 Lander 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 detault occurs. Any application of Rents shall not cure or waive any detault 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.

I. CROSS-DEFAULT PROVISION. Borrower's detault or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

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

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