

# UNOFFICIAL COPY

TD11 (03/29/01) LH

Page 1 of 6  
VMP MORTGAGE FORMS - (800)521-7291  
Amended 12/93  
INSTRUMENT Form 3014 9/90  
ILLINOIS-Single Family-FNMA/FHLMC UNIFORM  
60617  
which has the address of 9848 S AVENUE L

CHICAGO [Zip Code] ("Property Address");

[Street, City],



## LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

described property located in COOK County, Illinois Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following Security Instrument and the Note; and (c) the performance of Borrower's covenants and agreements under 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 monthly payments, with the full debt, if not paid earlier, due and payable on April 1, 2033. This Security Instrument ("Note"), which provides for Dollars (U.S. \$ 82,500.00).

Eighty Two Thousand Five Hundred and no/100 ("Lender"). Borrower owes Lender the principal sum of address is 1100 TOWN & COUNTRY ROAD ORANGE, CA 92866 which is organized and existing under the laws of the State of Delaware, and whose

## LONG BEACH MORTGAGE COMPANY

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

ELIZABETH ROSADO and GILBERTO ROSADO, WIFE AND HUSBAND

THIS MORTGAGE ("Security Instrument") is given on March 26, 2003. The mortgagor is

\* BEING RECORDED TO CORRECT LEGAL DESCRIPTION SEE ATTACHED LEGAL D.D.

## MORTGAGE

APR 18 2004

[Space Above This Line For Recording Data]

Doc#: 0424649104  
Eugene "Gene" Moore Fee: \$50.00  
Cook County Recorder of Deeds  
Date: 09/02/2004 11:38 AM Pg: 1 of 14



4497/0109 40 001 Page 1 of 12  
2003-04-11 14:59:55  
Cook County Recorder  
46.50

0030493027

When recorded, mail to:  
LONG BEACH MORTGAGE COMPANY  
P.O. BOX 201085  
STOCKTON, CA 95202  
Loan No. 5288089-7891

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ISSUED BY: Absolute Title Services, Inc., 2227B Hammond Drive, Schaumburg, Illinois 60173

Schedule A of this Policy consists of 2 page(s)

**STEWART TITLE  
GUARANTY COMPANY**

Pin : 26-08-101-036

Street: 9848 S. AVEL  
City, State: CHICAGO, Illinois

Address of Property (for identification purposes only)

THAT PART OF LOT 18 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 18; THENCE NORTH ALONG THE WEST LINE OF SAID LOT, 4 FEET; THENCE SOUTHEASTLY TO A POINT IN THE SOUTH LINE OF SAID LOT, 4 FEET EAST TO THE PLACE OF BEGINNING, IN COOK COUNTY ILLINOIS LOT 19 (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 19; A DISTANCE OF 25 FEET; THENCE NORTHWESTERLY 23 FEET MORE OR LESS TO A POINT 7 FEET AND 6 INCHES SOUTH OF THE NORTH LINE OF LOT 19, AND 10 FEET DUE EAST OF THE WEST LINE OF LOT 19; THENCE WEST 10 FEET TO A POINT ON THE WEST LINE OF LOT 19, 7 FEET AND 6 INCHES SOUTH OF THE NORTH LINE OF LOT 19; THENCE SOUTH ALONG THE WEST LINE OF LOT 19, TO THE POINT OF BEGINNING) IN BLOCK 6 IN TAYLOR'S FIRST ADDITION TO SOUTH CHICAGO, IN THE NORTH FRACTIONAL 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

File No.: 18040

SCHEDULE A

**ABSOLUTE TITLE SERVICES, INC.**

0030493027

ALTA Commitment 1982 Schedule A

Property of Cook County

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

THAT PART OF LOT 18 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 18; THENCE NORTH ALONG THE WEST LINE OF SAID LOT, 4 FEET; THENCE SOUTHEASTERLY TO A POINT IN THE SOUTH LINE OF SAID LOT, 4 FEET EAST TO THE PLACE OF BEGINNING; THENCE WEST ALONG SAID SOUTH LINE TO THE PLACE OF BEGINNING, IN COOK COUNTY ILLINOIS.

LOT 19 (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 19; THENCE EAST ALONG THE SOUTH LINE OF LOT 19, A DISTANCE OF 25 FEET; THENCE NORTHWESTERLY 23 FEET MORE OR LESS TO A POINT 7 FEET AND 6 INCHES SOUTH OF THE NORTH LINE OF LOT 19, AND 10 FEET DUE EAST OF THE WEST LINE OF LOT 19; THENCE WEST 10 FEET TO A POINT ON THE WEST LINE OF LOT 19, 7 FEET AND 6 INCHES SOUTH OF THE NORTH LINE OF LOT 19; THENCE SOUTH ALONG THE WEST LINE OF LOT 19, TO THE POINT OF BEGINNING) IN BLOCK 6 IN TAYLOR'S FIRST ADDITION TO SOUTH CHICAGO, IN THE NORTH FRACTIONAL 1/2 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Loan No. 5288089-7891

Initials: *BR*

Form 3014 9/90

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FD-12 (03/29/01) LH  
9-5H(L) (9405)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, 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 seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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 Lender covenant and agree as follows:

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

**2. 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) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents 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 "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender 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 Escrow Items or otherwise in accordance with applicable law.

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 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, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender 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. Lender 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.

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. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**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; third, to interest due; fourth, 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 payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, 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 enforcement 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

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Loan No. 5288089-7891

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**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

relate to health, safety or environmental protection.  
this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by all necessary remedial actions in accordance with Environmental Law.  
any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take any removal or other remediation of any Hazardous Substance affecting the Property, or is notified by any governmental or regulatory authority, that governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any residential uses and to maintenance of the Property.

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 uses and to maintenance of the Property.

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.

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 and the Note as if no acceleration had occurred; (c) Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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.

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.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument to be severable. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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ELECTRONIC LASER FORMS, INC. - (800)327-0545

1956016 (9510)

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Fixed/Adjustable Rate Rider - Libor

new interest rate until the next Change Date.  
Current Index. The Lender will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 1(d) on the following page, this rounded amount will be the

**(c) Calculation of Changes**  
Before each Change Date, the Lender will calculate my new interest rate by adding Six and Three Fourths (percentage point(s)) ( 6.750 %) to the

**(b) The Index**  
Beginning with the first Change Date, the interest rate will be based on an Index. The "Index" is the average of the London interbank offered rates for six month dollar deposits in the London market based on quotations at five major banks ("LIBOR"), as set forth in the "Money Rates" section of *The Wall Street Journal*, or if the Money Rates section ceases to be published or becomes unavailable for any reason, then as set forth in a comparable publication selected by the Lender. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

The initial fixed interest rate will change to an adjustable interest rate on the first day of April 2005, and on the first day of the month every 6th month thereafter. Each date on which the adjustable interest rate could change is called a "Change Date."

## 1. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

**A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES**  
The Note provides for an initial fixed interest rate of 9.850 %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE AND TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

[Property Address]

9848 S AVENUE L  
CHICAGO, IL 60617

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

LONG BEACH MORTGAGE COMPANY

THIS FIXED/ADJUSTABLE RATE RIDER is made on this 26th day of March 2003, 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 Fixed/Adjustable Rate Note (the "Note") to:

(LIBOR Index - Rate Caps)

## FIXED/ADJUSTABLE RATE RIDER

Loan No. 5288089-7891

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1956016 (9510)



Fixed/Adjustable Rate Rider - Libor

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

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 17 of the Security Instrument contained in Section B(1) above shall then cease to be in effect, and Uniform Covenant 17 of the Security Instrument shall be amended to read as follows:

period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all If Lender exercises this option, Lender shall give Borrower notice of expiration. The notice shall provide a exercise is prohibited by federal law as of the date of this Security Instrument.

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

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 17 of the Security Instrument provides as follows:

## B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

The Lender will deliver or mail a notice of any changes in the adjustable interest rate and the amount of the new monthly payment to the Borrower before the effective date of any change. The notice will include information required by law to be given to the Borrower and also the title and telephone number of a person who will answer any questions regarding the notice.

### (f) Notice of Changes

(e) Effective Date of Changes Each new adjustable interest rate will become effective on each Change Date. The amount of each new monthly payment will be due and payable on the first monthly payment date after the Change Date until the amount of the monthly payment changes again.

(d) Limits on Interest Rate Changes The interest rate at the first Change Date will not be greater than 10.850 % or less than 9.850 %. Thereafter, the adjustable interest rate will never be increased or decreased on any single Change Date by more than 1.000 % (percentage points) from the rate of interest applicable during the preceding 6 months. The adjustable interest rate will never be greater than 15.850 %, which is called the "Maximum Rate" or less than 9.850 % which is called the "Minimum Rate".

The Lender will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal balance as of the Change Date in full on the Maturity Date at the new interest rate in substantially equal payments. The result of this calculation will be the new monthly payment.

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1966016 (04/24/01) FC

Fixed/Adjustable Rate Rider - Libor

Property of Cook County Clerk

[Sign Original Only]

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

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

*Gerardo Rosado*  
\_\_\_\_\_  
(Seal)  
GERARDO ROSADO  
-Borrower

*Elizabeth Rosado*  
\_\_\_\_\_  
(Seal)  
ELIZABETH ROSADO  
-Borrower

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and Security Instrument unless Lender releases Borrower in writing.  
If Lender exercises the option to require immediate payment in full, 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 with 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.  
exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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*W/C*

Initials:

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1057-1 (05/24/99) PC  
VMP-57 (9304).01

Form 3170 3/93

MULTISTATE 1 - 4 FAMILY RIDER - Fannie Mae/Freddie Mac Uniform Instrument

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender in the covenants 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, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the 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, regulations, ordinances 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.

[Property Address]

9848 S AVENUE L  
CHICAGO, IL 60617

of the same date and covering the Property described in the Security Instrument and located at:

(the "Lender")

1100 TOWN & COUNTRY ROAD  
ORANGE, CA 92868  
LONG BEACH MORTGAGE COMPANY

Borrower's Note to  
Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security

THIS 1-4 FAMILY RIDER is made this 26th day of March, 2003

## 1-4 FAMILY RIDER Assignment of Rents

Loan No. 5288089-7891

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1057-2 (05/24/99) PC  
-157 (9304)

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Form 3170 3/93

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

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

\_\_\_\_\_  
(Seal) -Borrower  
**GERARDO ROSADO**  
*Gerardo Rosado*

\_\_\_\_\_  
(Seal) -Borrower  
**ELIZABETH ROSADO**  
*Elizabeth Rosado*

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

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.

**I. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full. 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 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, shall not be required to enter upon, take not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has of Borrower to Lender secured 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 If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the showing as to the inadequacy of the Property as security.

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 judicially 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 not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower an assignment for additional security only.

are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default Lender's agents 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.**

Security Instrument is on a leasehold.  
leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the 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. Upon Lender's request after default, Borrower shall assign to Lender all **G. ASSIGNMENT OF LEASES.**

Loan No. 5288089-7891  
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