After Recording Return To: North Side Federal Savings and Loan Association of Chicago 5159 N. Clark Street Chicago, IL 60640



Doc#: 0526450051 Fee: \$46.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 09/21/2005 11:04 AM Pg: 1 of 12

MORTGAGE

DEFINITIONS

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DEFINITIONS
DEFINITIONS
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21, Certain rules regarding the usage of words used in this document are also provided in Section 16.
(A) "Security Instrument" means this document which is dated September 19, 2005, together with all Riders to
this document.
(B) "Borrower" is Stanley D. Gnoske and Wary C. Gnoske, his wife
Borrower is the mortgagor under this Security Instrument. (C) "Lender" is North Side Fedreal Savings and Loan Association of Chicago
Lender is a <u>corporation</u> organized and existing under the laws of <u>The United States of America</u>
Lender's address is 5159 N. Clark Street, Chicago, IT 50640
Lender is the mortgagee under this Security Instrument.
(D) "Note" means the promissory note signed by Borrower and dated September 19, 2005. The Note states that
Borrower owes Lender <u>ninety six thousand and 00/100</u> Dollars (U.S. \$ 96,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 1, 2025
(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and tate charges due under the Note, and
all sums due under this Security Instrument, plus interest.
(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed
by Borrower [check box as applicable]:
☐ Adjustable Rate Rider ☐ Condominium Rider ☐ Second Home Rider ☐ Balloon Rider ☐ Planned Unit Development Rider ☐ Other(s) [specify]
☐ Balloon Rider ☐ Plantied Only Development Rider ☐ Other(s) [Specify] ☐ Biweekly Payment Rider
and the second s

- (H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (K) "Escrow Items" means those items that are described in Section 3.
- (L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01 (page 1 of 10 pages) 2001 SAF Financial Services, Inc., Rolling Meadows, IL • To Reorder 1-800-323-3000 SAF Form 44713

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is the "Property." It seized of the estate hereby conveyed and has the right to mortgage, reumbered, except for encumbrances of record. Borrower warrants and imms and demands, subject to any encumbrances of record. In covenants for national use and non-uniform covenants with limited attument covering real property.	that Borrower is lawful that Borrower is lawful that the Property is uneformer and Lender conform security in section Items, Preserver, if any check or owever, if any check or owever, if any check or owever, if any check or one or more of the foil one or more or cashier's uner's check or cashier's uner's check or cashier's uner's check or cashier's	of the foregoing is referred to in the BORROWER COVENANT'S grant and convey the Property and will defend generally the title to the Variations by jurisdiction to constitute principal of, and interest on, the Borrower shall also pay funds for the principal of, and interest on, the Borrower shall also pay funds for the principal of, and interest on, the shall be made in U.S. currency. Hostine principal of, and interest on, the shall be made in U.S. currency. Hostine pay funds for the principal of		
nents and additions shall also be covered by this Security Instrument. All	he property. All replacen	lixtures now of hereafter a part of t		
reafter crected on the property, and this asements, appurtenances, and	unprovenients now or ne	All in this same		
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nent of the Loan, and all renewals, extensions and modifications of the and agreements under this Security Instrument and the Note. For this y to Lender and Lender's successors and assigns the following described	I TOLLOMELS CONCUSUES	some and (ii) are performance (
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d mortgage loan" even if the Loan does not qualify as a "federally related	gard to a "federally relate	restrictions that are imposed in reg		
in this Security Instrument, "RESPA" refers to all requirements and	subject matter. As used	regulation that governs the same		
dures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, nended from time to time, or any additional or successor legislation or	00), as they might he an	Regulation X (24 C.F.R. Part 35)		
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and (ii) suite that the Mote, plus (ii) any	ecurity Instrument	amounts under Section 3 of this S		
amount due for (i) principal and interest under the Note, plus (ii) any	the regularly scheduled	(N) "Periodic Payment" means		
cender against the nonpayment of, or default on, the Loan.	I anitastorq sanstueni en	esm "Mortgage Insurance" mea		

condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii)

of, or omissions as to, the value and/or condition of the Property.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Fe rodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lend of on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by London under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be excrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all potices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrover's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any of all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall 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 an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall 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. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and

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accordance with RESPA, but in no more than 12 monthly payments. notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds

Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds

held by Lender.

manner provided in Section 3. Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property

Borrower shall satisfy the lien or take one or anot of the actions set forth above in this Section 4. Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, this Security Instrument. If Lender devarraines that any part of the Property is subject to a lien which can attain priority over this proceedings are concluded; or (c) accurps from the holder of the lien an agreement satisfactory to Lender subordinating the lien to which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such performing such agreement (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in

Lender may require Borrower to pay a mo-time charge for a real estate tax verification and/or reporting service used by

Lender in connection with this Loan

annual accounting of the Funds as required by RESPA.

resulting from an objection by Borrower. intposed by the Federal Emergency Management Agency in connection with the jeview of any flood zone determination occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes with this Loan, either (a) a one-time charge for flood zone determination, certification and tracking services, or (b) a one-time disapprove Borrower's choice, which right shall not be exercised unreasorably. Lender may require Borrower to pay, in connection during the term of the Loan. The insurance carrier providing the insuran c shall be chosen by Borrower subject to Lender's right to deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change carthquakes and floods, for which Lender requires insurance This insurance shall be maintained in the amounts (including against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, 2. Property insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured

this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of profrower secured by acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower Property, against any risk, hazard or liability and might provide greater or lesser coverage than was provingly in effect. Borrower coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the P or Ary, or the contents of the and Borrower's expense. Lender is under no obligation to purchase any particular type or anicorn of coverage. Therefore, such if Borrower fails to maintain any of the coverages described above, Lender may obtain ir surance coverage, at Lender's option

Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such such interest, upon notice from Lender to Borrower requesting payment.

not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not in the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make proof of loss if as mortgagee and/or as an additional loss payee.

is economically feasible and Lender's security is not lessened. During such repair and restoration period. Lender shall have the right the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair

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to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not 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 the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any set and of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

- 6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security in a unment and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, railers Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances east which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to detericrate a commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disbuted proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insulance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

- 8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerving Borrower's occupancy of the Property as Borrower's principal residence.
- 9. Protection of Lender's Interest in the Property and Rights Under this Security Justrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reconable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to. (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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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 (whether or not a prepayment charge is provided for under the Note).

24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

virtue of the Illinois homestead exemption laws.

Rider 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 in any

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**************************************	I LIPS TURNING TO THE STATE OF
5159 N. Clark Street, Characo, IL 60640	This is the commission eximes 07/11/09
Notary Public	SHARON M SCHWIETERS
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	My Commission Expires:
2005, 200ms4g2 30,00 PL	Witness my hand and official seal this
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(Tient The Country and (Tient The Tient)	V9d1 tedt bar best bar
	have executed same, and acknowledged said instrument t
Server (a) who, being informed of the contents of the foregoing instrument,	
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2:	COUNTY OF COOK
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Mary C. choske - Borrower	
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Stanley'D. Gnoske - Borrower	
(Seal)	
<i>(.</i> '	Mituesses:

2001 SAF Financial Services, Inc., Rolling Meadows, IL • To Reorder 1-800-323-3000 SAF Form 44713 Form 3014 1/01 (page 10 of 10 pages) ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. In the event of a partial In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the

1-4 FAMILY RIDER

(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 19th day of September,	2005	, and is
incorporated into and shall be deerned to amend and supplement the Mortgage, Deed of Trust, or Security	y Deed (the	"Security
Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to		
North Side Federal Savings and Loan Association of Chicago	(the	"Lender")
of the same date and covering the Property Jescribed in the Security Instrument and located at:		
5034 N. Bernard Street, Chicago, IL 60625		
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 Security Instrument, the following items now or hereafter attached to the Property to the extent hey are fixtures 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, fine 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, 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 learchold 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, a gree 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 item 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 Section 5.
 - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.
- G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However,

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Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, 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 for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9. Borrower represents and warrants that Borrower has not executed any prior as a gument of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its right, 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 60 30 at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other light 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. Be rower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Journment and Lender may invoke any of the remedies permitted by the Security Instrument.

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

Stanley F. Gnoske (Seal)
-Borrower

lary C. Choske (Seal)

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