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Doc#: 0613035120 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 05/10/2006 08:03 AM Pg: 1 of 4

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SUBORDINATION OF EQUITABLE INTERESTS

WHEREAS, a certain Mortgage dated March 18, 2006 between the Mortgagor Jorge I. Ruelas and the Mortgagee, CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION, 5953 W Cermak Road, Cicero IL 60804, a corporation organized and existing under the laws of the United States of America, mortgaging, granting, and conveying to the Mortgagee the following described real estate located in the County of Cook, State of Illinois:

LOT 11 IN BLOCK 7 IN CUDAHY'S THIRD ADDITION TO CHICAGO SAID ADDITION BEING A SUBDIVISION IN THE NOR PLEAST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH RANGE 13, EAST OF THE THIRD PRINCE AL MERIDIAN, IN COOK COUNTY ILLINOIS

The undersigned Alexandra Ruelas, the spouse of Jorge I. Ruelas waive, disclaim, and release all rights and benefits, if any, under or by virtue of the Homestead Exemption Law of the State of Illinois and to subordinate all equitable interests to the property to the lien of said Mortgage.

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STATE OF ILLINOIS) COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Alejandra Ruelas the spouse of Jorge I. Ruelas, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 18th day of March, 2006

My Commission Expires: 01-26-200

Central Federal Savings and Loan Association 5953 W Cermak Road Cicero IL 60804

"OFFICIAL SEAL" NOTARY PUBLIC, STATE OF ILLINOIS COMMISSION EXPIRES 01/26/2010 Clert's Office

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1-4 FAMILY RIDER

Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 18th day of March 2006, 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 Central Federal Savings & Loan Association (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 5057 West 31st Place, Cicero, IL 60804

[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 they are fixtures, are added to the Property description, and shall also constitute the Property covered by the Security Instrument. Swilding 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, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."
- B. USE OF PROPERTY; COMPLIANCE WITH LAW. Because shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless cendur has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- **D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in sudition 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.

MULTISTATE 1-4 FAMILY RIDER -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

FORM 3170 1/01

Compliance Systems, Inc. 2000, 2002, 2003 ITEM 3170BAL1 (0307) Page 1 of 2 Compliance Systems, Inc. 800-968-8522 Fax 616-956-1868

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H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to 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 pessession 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 Propert are not sufficient to cover the costs of taking control of and managing the Property, and of collecting the Ranta, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender security of by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may 10 so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

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

BY Rider.	SIGNING	BELOW,	Borrower	accepts and ag	rees to	the terms	and provisi	ons conta	incd in this	1.4 Family
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