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Doc#: 0731706044 Fee: \$60.50 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 11/13/2007 09:59 AM Pg: 1 of 19

Prepared By: Delta Funding Corp. 1000 Woodbury Rd. Woodbury, NY 11797

Property Ox Colling Clark Return To: Lenders First Choice 1785 Voyager Avenue Simi Valley, CA 93063

41-2030597

LENDER: (Delta Funding Corporation)

LOAN #: 0103496477

NOMINEE: MERS, MIN Number#: 100076600001240732

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 October 12th, 2007, together with all Riders to this document.

(B) "Borrower" is Odell Spencer, Annetta Spencer. Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of 4318 Miller Road, P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

nnie Mae/Freddle Mac UNIPORM INSTRUMENT (MERS)



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(D) "Lender" is Delta Funding Corporation. Lender is a corporation or association organized and existing under the laws of New York. Lender's address is 1000 Woodbury Road P.O. Box
"Note" means the promissory note signed by Borrower and dated October 12th, 2007. The Note is that Borrower owes Lender one hundred eighty thousand Dollars (U.S. \$180,000.00) has not feet Borrower has promised to pay this debt in regular Periodic Payments and to pay the
debt in fin act later than November 1st, 2037. (F) "Proper y" means the property that is described below under the heading "Transfer of
Rights in the Poporty." (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due up der the Note, and all sums due under this Security Instrument, plus interest. (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be received by Borrower:
☐ Adjustable Rate Rider ☐ Condum Rider ☐ Second Home Rider ☐ Balloon Rider ☐ Planned Jnit Development Rider ☐ Other(s) [specify] ☐ I-4 Family Rider ☐ Biweekly Pay nent Rider
(I) "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 opinion". (J) "Community Association Dues, Fees, and Assessment," means all dues, fees, assessments and other charges that are imposed on Borrower or the Frometry by a condominium association, homeowners association or similar organization. (K) "Electronic Funds Transfer" means any transfer of funds other than a transaction originated by check, draft, or similar paper instrument, which is initioned through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to doe, instruct, or authorize a financial institution to debit or credit an account. Such term include, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers minated by telephone, were transfers, and automated clearinghouse transfers. (L) "Escrow Items" means those items that are described in Section 3. (M) "Miscellaneous Proceeds" means any compensation, settlement, awaro of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation, or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation, or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation, or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation, or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation, or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation, or other taking of all or any part of the Property; (iv) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan. (O) "Periodic Payment" means the regularly scheduled amount d

0731706044 Page: 3 of 19

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RANSFER OF RIGHTS IN THE PROPERTY

The eneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures of Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the latter and (ii) the performance of Reproveds coverage and coverage and coverage and coverage. of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security in rangent and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MFRS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and soigns of MERS, the following described property located in the

3000039015 =	Courty	<u></u>	of Cook	<u> </u>
See Proper	ty Descriptio	a lung of 60	17 South Campbell	
which curre	ntly has the a	adress of or	17 South Campbell	(Property Address):
Chicag	0		Allinois <u>60629</u>	(Troporty
Section:	Block:	Lot:	'C	

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or negative a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the replacements and additions shall also be covered by the Security Instrument. All of the replacements are ferred to in this Security Instrument as the "P operty." Borrower understands and foregoing is referred to in this Security Instrument by Borrower in this Security agrees that MERS holds only legal title to the interests granted by Borrower in this Security agrees that MERS holds only legal title to the interests granted by Borrower in this Security agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument and Instrument, but, if necessary to comply with law or custom, MFRS (is nominee for Lender and Instrument, but, if necessary to comply with law or custom, MFRS (is nominee for Lender and Instrument, but, if necessary to comply with law or custom, MFRS (is nominee for Lender and Instrument, but, if necessary to comply with law or custom, MFRS (is nominee for Lender and Instrument, but, if necessary to comply with law or custom, MFRS (is nominee for Lender and Instrument, but, if necessary to comply with law or custom, MFRS (is nominee for Lender and Instrument, but, if necessary to comply with law or custom, MFRS (is nominee for Lender and Instrument, but, if necessary to comply with law or custom, MFRS (is nominee for Lender and Instrument, but, if necessary to comply with law or custom, MFRS (is nominee for Lender and Instrument, but, if necessary to comply with law or custom, MFRS (is nominee) and instrument.

BORROWER COVENANTS that Borrower is lawfully seised 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 encum rances 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, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. Security Instrument shall be made in U.S. currency.

0731706044 Page: 4 of 19

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However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent reyments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose reposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Trant for.

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 in sufficient 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 anyments 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 anymetric funds until Borrower makes payment to bring the Loan current. If Borrower does not do to 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 of 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 Tayment 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 out anding, 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 propayment

charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds what and due under the Note shall not extend or postpone the due date, or change the amount, of the

Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periocic 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 Lender 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 escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items.

0731706044 Page: 5 of 19

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Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall any time. Any such waiver may only be in whiting. In the event of which payment and directly, when and where payable, the amounts due for any Escrow Items for which payment of a nds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evitening 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 is its 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 ary sich 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 Ler ler . Il Funds, and in such amounts, that are then required under this

Lender may, at any urae, collect and hold Funds in an amount (a) sufficient to permit Lender may, at any urac, contect and note runds in an amount (a) sufficient to permit Lender to apply the Funds at any 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; no reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicate Law.

The Funds shall be hald in an institution when the content are instituted with the content are instit

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 RISPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the errow 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 Lender can agree in writing, however, that i sterest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

accordance with RESPA, but in no more than 12 monthly payments.

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

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

pay them in the manner provided in Section 3.

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 amanner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument.

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0731706044 Page: 6 of 19

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If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification

and or eporting service used by Lender in connection with this Loan.

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borro er's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liabilit, and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of ins ranc; that Borrower could have obtained. Any amounts disbursed by Lender under this Section I shall oecome additional debt of Borrower secured by this Security Instrument. These amounts shall or u interest at the Note rate from the date of disbursement and shall be payable, with such interest up n notice from Lender

to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage. It use, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly gi e to lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of it an ance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or 2.3 27. additional loss payee.

0731706044 Page: 7 of 19

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In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Porrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the region in or repair is economically feasible and Lender's security is not lessened. During such repair in restoration period, Lender shall have the right to hold such insurance proceeds until Lender has and an opportunity to inspect such Property to ensure the work has been completed to Lender's so asfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceed 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 is all 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, up in surance proceeds shall be applied to the sums secured by this Security Instrument, whether or active then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied to the sums secured by this

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 with the property 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 refund 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 no 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 Secret, in Instrument and shall continue to occupy the Property as Borrower's principal residence for extended to expect the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Derrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower analymaintain 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 disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance 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.

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0731706044 Page: 8 of 19

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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 Porrower'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 concerning Borrower's occupancy of the Property as Borrower's principal

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borro ver 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 condendation 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 reasonable 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) prearing 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 proceed in 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 beer me 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, upor notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and he fee

title shall not merge unless Lender agrees to the merger in writing.

Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consert of

Lender, alter or amend the ground lease.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender.

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If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments a nonrefundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be on-efundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Le ider requires) provided by an insurer selected by Lender again becomes available, is obtained. and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was recorded to make separately designated payments toward the premiums for Mortgage Insurance. Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide nor refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower', o'lligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburs's Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does tot repay the Loan as agreed. Borrower is not a party to the

Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with our er) arties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Ac tgage Insurance premiums).

As a result of these agreements, Lender, any purches of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the for going, may receive (directly or indirectly) amounts that derive from (or might be character zed as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modiving the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Bor ower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such ag e ments will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle

Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds

are hereby assigned to and shall be paid to Lender.

0731706044 Page: 10 of 19

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If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to Lola cuch Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property 'y er sure the work has been completed to Lender's satisfaction, provided that such inspection shall or undertaken promptly. Lender may pay for the repairs and restoration in a single disburser ent or in a series of progress payments as the work is completed. Unless an agreement is made ir writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Letter shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceds. If the restoration or repair is not economically feasible or Lender's security would be less red, the Miscellaneous 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 Miscellaneous Proceeds nall e applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous 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.

In the event of a partial which, destruction, or loss in value of the Property in which the fair market value of the Property in mediately before the partial taking, destruction, or loss in value is equal to or greater than the am uni of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by his Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the particl taking, destruction, or loss in value is less than the amount of the sums secured imme tiately before the partial taking, destruction, or loss in value, unless Borrower and Lender the wise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this cecurity Instrument whether

or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by I oder to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Process or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or crimi a1, is begun that, in Lender's judgment, could result in forfeiture of the Property or other ma erial impairment of Lender's interest in the Property or rights under this Security Instrumert. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

0731706044 Page: 11 of 19

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All Miscellaneous Proceeds that are not applied to restoration or repair of the Property

shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the arthe for payment or modification of amortization of the sums secured by this Security ament granted by Lender to Borrower or any Successor in Interest of Borrower shall not oper its o release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not oe required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including. W'nout limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall

not be a waiver of or pre clude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and a grees that Borrower's obligations and liability shall be joint and several. However, any Borrowe, who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-sign this Security Instrument only to mortgage, grant and convey the co-signer'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 can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the

Subject to the provisions of Section 18. any Successor in Interest of Borrower who assumes Borrower's obligations under this Security I strument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The wenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and

assigns of Lender. 14. Loan Charges. Lender may charge Borrower feet for services performed in connection with Borrower's default, for the purpose of protecting Lorder's interest in the Property and rights under this Security Instrument, including, but not lingted to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower stall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly

prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that Law is rinally interpreted so that the interest or other loan charges collected or to be collected in cornection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced or the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected amount necessary to reduce the charge to the permitted limit; and (b) any sums already consecutive from Borrower which exceeded permitted 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 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). Borrower's acceptance of any such refund made by direct payment to Borrower will be consistent of any right of social Borrower which have existing out of such will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

0731706044 Page: 12 of 19

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15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security in strument shall be deemed to have been given to Borrower when mailed by first class mail or a actually delivered to Borrower's notice address if sent by other means. Notice to any one Lorr wer shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's crange of address. If Lender specifies a procedure for reporting Borrower's change of address, the Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice ir con ection with this Security Instrument shall not be deemed to have been given to Lender u til actually received by Lender. If any notice required by this Security Instrument is also required and r Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement water this Security Instrument.

16. Governing Law; Sav coolility; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. At plicable Law might explicitly or implicitly allow the parties to agree by contract or it might be theat, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Ar plicable Law, such conflict shall not affect other provisions of this Security Instrument or the No e which can be given effect without the

conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine sorder; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

18. Transfer of the Property or a Beneficial Interest in Borr wer. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for feed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transfer 1 for if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Linder

if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 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.

0731706044 Page: 13 of 19

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19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant My power of sale contained in this Security Instrument; (b) such other period as Applicable Low night specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in 'ac Property and rights under this Security Instrument; and (d) takes such action as Lender mr.y reasonably require to assure that Lender's interest in the Property and rights under this Security Inst ument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expense in one or more of the following forms, as selected by Lender: (a) cash; (b) money order, (c) cranfied check, bank check, treasurer's check or cashier's check, provided any such check is drawn or on an institution whose deposits are insured by a federal agency, instrumentality or entity; o (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and or ligations 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 Section 18.

20. Sale of Note; Change of Loan Service; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing of igations under the Note, this Security Instrument, and Applicable Law. There also might 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 which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and the reafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the montgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to successor Loan Servicer and are not assumed by the Note purchaser unless otherwise projuded by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached my provision of, or any duty owed by reason of, this Security Instrument, until such Borrove of Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective

action provisions of this Section 20.

0731706044 Page: 14 of 19

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21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic perfoleum products, toxic pesticides and herbicides, volatile solvents, materials containing sbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal law on I laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrowe shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, on threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, r or a low anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the

Property (including, but not limited to, he zare ous substances in consumer products).

Borrower shall promptly give lender written notice of (a) 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, (b) any Environmenta Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of Flazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Sorrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further coverant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Bor ower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law rovides otherwise). The notice shall specify: (a) the default; (b) the action required to care the default; (c) a date, not less than 30 days from the date the notice is given to Borrover, 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 shalfurther 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 Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

0731706044 Page: 15 of 19

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23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Porrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases

and ven es all rights under and by virtue of the Illinois homestead exemption laws.

2%. P'acement of Collateral Protection Insurance. Unless Borrower provides Lender with evide ace of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower makes or any claim that is made against Borrower in connection with the collateral borrower makes or any claim that is made against Borrower in connection with the collateral Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be esponsible for the costs of that insurance, including interest and any other charges Lender may into a not insurance in surance. The costs of the insurance may be added to Borrower's total outstand ng balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower any be able to obtain on its own.

0731706044 Page: 16 of 19

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0731706044 Page: 17 of 19

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1-4 FAMILY RIDER

(Assignment of Rents)

1-4 FAMILY RIDER is made this 12th day of October, 2007, and is incorporated into and shall be deer st to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the st ne ate given by the undersigned (the "Borrower") to secure Borrower's Note to Delta Funding Corporation (the "Len' x") if the same date and covering the Property described in the Security Instrument and located at:

6017 South Campbell, Chicago, IL 60629

1-4 FAMILY COV NAN TS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Le, der further covenant and agree as follows:

A. ADDITIONAL TROPERTY SUBJECT TO THE SECURITY INSTRUMENT.

In addition to the Property decritor in Security Instrument, the following items now or hereafter attached to the Property to the ext at they are fixtures are added to the Property description, and shall also constitute the Property co erea 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 rojerty, including, but not limited to, those for the purposes of supplying or distributing heating, or sing, 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, stov's, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm door, s reens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and ar soled 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 Instr. n.er t as the "Property."

- B. USE OF PROPERTY; COMPLIANCE WITH LAW. DUT wer shall not seek, agree to or make a change in the use of the Property or its zoning classification, alless 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 stant of 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 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.

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0731706044 Page: 18 of 19

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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 Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be und to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and r A ar . ssignment 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 ansa tument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (ii.) For ewer agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's gents upon Lender's written demand to the tenant, (iv) unless applicable law provides otherw se, 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 ren iums, taxes, assessments and other charges on the Property, and then to the sums secured by the of unity 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 suit tent to cover the costs of taking control of and managing the Property and of collecting the Persony funds expended by Lender for such purposes shall become indebtedness of Borrower to Le der secured 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 givin notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed received, may do so at any time when a default occurs. Any application of Rents shall not cure or warrany default or invalidate any other right or remedy of Lender. This assignment of Rents of he 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 one or agreement in which Lender has an interest shall be a breach under the Security Instrur ent ard Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the	/0-12-07 (Seal)
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	(Seal

0731706044 Page: 19 of 19

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EXHIBIT "A"

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS, TO WIT:

COBE & MC KINNONS 59TH ST & WESTERN AV SUB SECTION 13 TOWNSHIP 38 RANGE 13 LOT 35 BLOCK 15

FOR INFORMATIONAL PURPOSES ONLY: THE APN IS SHOWN BY THE COUNTY ASSESSOR AS 19-13-414-006-0000; SOURCE OF TITLE IS DOCUMENT NO. 001115/161 (RECORDED 12/07/01)