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Loomis Federal Savings and Loan 6350 W 63rd ST Chicago IL 60638-5095 Doc#: 0817249069 Fee: \$58.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 06/20/2008 03:27 PM Pg: 1 of 12

MARGARET R. STACHON
6350 WEST 63rd STREET
CHICAGO, ILLMOIS 60638

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MORTGAGE

DEFINITIONS

Words used in multiple sec	ctions 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 use I in this document are also provided in Section 16.
(A) "Security Instrument	" means this document, which is dated <u>June 16, 2008</u> , together with all Riders to
this document.	, together with all kiders to
(B) "Borrower" isA	ntonietta Albanese and DOnato Albanese, wife and husband
Borrower is the mortgagor	under this Security Instrument.
(C) "Lender" is	LOOMIS FEDERAL SAVINGS AND LOAN ASSOCIATION
Lender is a corporat:	organized and existing under the laws of the United States of America 6350 West 63rd Street - Chicago. Alinois 60638-5095
Lender's address is	6350 West 63rd Street - Chicago, Alinois 60638-5095
Lender is the mortgagee ur	nder this Security Instrument.
D) "Note" means the pror	missory note signed by Borrower and dated
Borrower owes Lender (One Hundred Seventy Three Thousand Five Hundred and no/100ths
Dollars (U.S. \$173	, 500.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the de	ebt in full not later than June 16, 2023
E) "Property" means the	property that is described below under the heading "Transfer c. Rights in the Property."
F) "Loan" means the debi	t evidenced by the Note, plus interest, any prepayment charges and lete charges due under the Note, and
ll sums due under this Sec	curity Instrument, plus interest.
	ders to this Security Instrument that are executed by Borrower. The following Riders are to be executed
y Borrower [check box as	applicable).
, · · · · · · · · · · · · · · · · · · ·	approacte].
☐ Adjustable Rate R	ider 🔲 Condominium Rider 🔲 Second Home Rider
☐ Balloon Rider	
× 1-4 Family Rider	— Culcital Indicator
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- (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)
SAF Form 44713 2001 SAF Financial Services, Inc., Rolling Meadows, IL • To Reorder 1-800-323-3000

-3000 LT

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isakod oj jo zakodi 10/1 biok wiok deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer certified check, bank check, treasurer's check or cashier's thock, provided any such check as drawn upon an inalitution whose this Security Instrument be made in one or more of the following forms, as selected by Lender (a) cash; (b) money order; (c) Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the bloss and sith to short our trong, However, it any cheek to this maintain received by the court and major the Motor this Borrower shall also pay funds for Escrow from pursuant to Section ? Payments due toble the Security instrument. the principal of, and interest on, the debt seidenced by the Note and yar prepayment thanks. and have charges that under the Note L. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges, Borrower shall pay when the CALLORING COVENANTS, Borrower and Extract coverant and agree as columns strations by jurisdiction to constitute a uniform security instrument covering seal property THIS SECTIFIED INSTRUMENT combines uniform covering the med too-tailearn covering with hinded will defend generally the title to the Property against all claims and demands, whice to any encumbrances of accord. grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed a at has the right to mortgage, of the foregoing is referred to in this Security Instrument as the "Property" Transfer a percenter a part of the property. All replacements and additions shall also be carefully for the fourth instrument. All one soonsnormidge entermises the tech TOCKTRER WITH all the improvements now it bereater created in the property Chicago which currently has the address of 5255 S Mobile 0000-890-01E-80-61 :NId Commonly Known As: 5255 S Mobile; Chicage | | Linois 60638-1313 in Cook County, Illinois.

of Section 8, Township 38 North, Range 13, East of the Third Principal Meridian,

a subdivision of the Southwest quarter (except the East half of the East half thereof)

LOT 25 and the North 5 feet of LOT 24, in Block 9 in Bartlett Highlands,

[Type of tecording lurisdiction] [Name of Recording Jurisdiction] COOK

property located in the Yannob —

purpose, Borrower does hereby the righte, grant and convey to Lender and Lender's successors and assigns the following described Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note For this This Security Instrument's cours to Lender: (i) the repayment of the Loan, and all renowals, extensions and modifications of the

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reagament or against (appendent of all presented the property). (Appendix of the experience of the second and the property of pari inammed because brid ander the coversoped described in Figure (i) the last and the contract of the Proposity (ii)

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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 come 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 applied to 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 procee is, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Pariodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Len ier 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 any ounts 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 Levider 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 at Lectices 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. 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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es 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 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

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 the reduct of promptly give to hear the policies and removal contract the content from the promptly give to Lender all nolicies, shall include a standard mortgage clause, and shall name i ender as morrgages and on as an additional loss payee. Lender And insurance policies required by Lender and reasonable of such expenses that it colors sight to disapprove such

such interest, upon notice from Lender to Borrower requesting payreem.

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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 sottle 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 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 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 Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Leader otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are Leyond 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 deteriorate or continuous 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 respecified 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 completed of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the I roperty. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrowe, 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 Lorn 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 concerning Borrower's recupancy of the Property as Borrower's principal residence.
- 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument 16 (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 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) 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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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

order provided for in Section 2.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, it the Property is damaged, such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to arsure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless as agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. Uthe restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security finatument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the infinited in the

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(b) Any such agreements will not affect the rights Borrower has— if any—with respect to the Mortgage insurance under the Demonners Protection Act of 1998 or any other law. These rights may include the ught to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance are included at the time of any Mortgage Insurance premiums that were uncertued at the time of any Mortgage Insurance premiums that were uncertued at the time of any Mortgage Insurance premiums that were uncertued at the time of any Mortgage Insurance premiums that were uncertued at the time of any Mortgage Insurance premiums that were uncertued at the time of any Mortgage Insurance premiums that were uncertued at the time of any Mortgage Insurance premiums that were uncertued at the time of any Mortgage Insurance premiums that were uncertued at the time of any Mortgage Insurance premiums that were uncertued at the time of any Mortgage Insurance premiums that were uncertued at the time of any Mortgage Insurance premiums that were uncertued at the time of any Mortgage Insurance premiums that were uncertued at the time of any Mortgage Insurance premiums that were uncertained at the time of any Mortgage Insurance in the time in the time of any Mortgage Insurance in the time in the ti

will not entitle Borrower to any refund.

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or and other terms of the Loan, Such agreements will not increase the amount Borrower will one for Mortgage Insurance, and they

premiums paid to the insurer, the arrangement is often termed "eaplive ten su ance." Further

As a result of these agreements, Londer, any purchaser of the twomen maurer, any reinsurer, any other entity or any affiliate of any of the foregoing, may receive (directly or indirectly), anounts that derive from for might be characterized as) a portion of Borrower's payments for Mortgage Insurance, an exchange for shairing of mounty in modifying the montgage insurer's risk, or reducing to serve a gracement provides that an affiliate of Lender taker of the insurer's risk in exchange for a share of the tosses. If such agreement provides that an affiliate of Lender taker of the insurer's risk in exchange for a share of the

Morigage Insurance premiums)

Mortgage insurers evaluate their total risk on all such maurance in force from time to draw, and may oner into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on ierms and conditions that are satisfactory to the mortgage insurer to modify their risk to partie is the modified to the partie of the partie of the partie of the partie of the modified funds obtained from may include funds obtained from make payments using any source of funds that the motopage insurer may have available (which may include funds obtained from

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taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount 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 this 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 partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the 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 giron, 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 Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in described if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. 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.

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 Lende: Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be 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, without 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 preclude the exercise of any right or remedy.
- 13. Joint and Several Liability; Co-signers; Successors and Assigns Bound Forrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to nicrtgage, 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 co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument 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 covenants 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 fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited 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 shall 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 finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded 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).

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20. Sale of Note; Change of Loan Servicer; 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

Borrower's Right to Reinster of the Security Instrument discontinued at any time prior to the certain condenses, favored stall have the right to protect and other Security Instrument discontinued at any time prior to the earliest off (a) is a color of the frequency for the termination of present to Security Instrument (b) such other period as Applicable Lay maging specify for the termination of protecting the Security Instrument (c) pays all expenses incurred in enforcing this Security Instrument, including protecting the Security Instrument, and other locs incurred for the purpose of pay offer covernates or agreements, (c) pays all expenses incurred in enforcing this Security Instrument, including protecting the Security Instrument, and other locs incurred for the purpose of pay the state accorded to the Property and rights under this Security Instrument, and Borrower's obligation reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Romower's obligation reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Romower's obligation reasonably require to assure that Lender's interement, and early in the Security Instrument, and Romower's obligation to easily the fallowing forms, as selected by the same secured by this Security Instrument, and other secured by the following forms, as selected by can easily require to assure that Borrower pay such reinstancent and obligations or more of the following forms, as selected by can easily require that Borrower, this Security Instrument and obligations cented bereby shall remain fully effective as if no secretation had occurred. However, this right to reinstate shall not apply in the case of acceleration under Security Rective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Security Instrument.

Wender exercises this option, Lander shall give Borrower names of act branch. The names provide a period of not than 30 days from the date the notice is given in accordance with Section 15 with a writh Borrower must pay all sums recured by the expiration of delice or delice or delice or delice or demand on Borrower.

esective is prohibited by Applicable Law.

payment in full of the Property or any interest in the Property is standard and the following the property of any tenther framediate the pendent in the pendent in the standard in the second the following the point of the following the following the following the following the first fol

a future date to a purchaser.

18. Transfer of the Property or a Beneficial faterest in Borrower. As used to the Section 18. "Interest in the Property or a Beneficial interests transferred in the Property, use localized to those beneficial interests transferred in a bond for deed, contrast for deed, instabling the Borrower at the interest of the by Borrower at the contrast for deed, instabling the Source of Contrast in the Borrower at the Contrast for deed, instabling the Borrower at the interest of the by Borrower at the contrast for deed, instabling the Borrower at the interest of the Borrower at the Borrower at

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

gives sole discretion without any obligation to take any action

As used in this Security Instrument (4) words of the macculine gender softly mean and maked corresponding nearer words or the feminine gender; (b) words in the words in and include the plant of the words in any in any in the words in the words in the words of the feminine gender; (c) the words in the words in the words in the words of the feminine gender; (d) the words in the words of the feminine gender; (e) the words in the words of the words of the feminine gender in the feminine gender of the gender of the feminine gender of the gender

positions of this Security Instrument or the Note which that he gives the confiction or characters of this Security Instrument or the Note the Security Instrument see subject to see this position or the Property is breated All rights and selected to the Security Instrument or the Note to Security Instrument or the Note to Shippings against agreement should be such allow the parties and served the second of this Security Instrument or the Note to Shippings and Applicable Law Applicable I am addition against agreement by contract in the event that continue a such sites and this Security Instrument or the Note which the provisions and the second of this Security Instrument or the Note which the paves of this Security Instrument or the Note which the paves of this Security Instrument or the Note which the paves of this Security Instrument or the Note which the paves of the Note which the paves of the Security Instrument or the Note which the paves of the Security Instrument or the Note which the paves of the Security Instrument or the Note which the paves of the Security Instrument or the Note which the paves of the Security Instrument or the Note which the paves of the Security Instrument or the Note which the paves of the Security Instrument or the Note which the Security Instrument or Security Instrument or the Security Instrument or Security Instrument or the Security Instrument or Security Instrument I

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(known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations 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 thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided 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 any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or 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 are asonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elepse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of a celeration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 25 and the notice of acceleration provisions of this Section 20.

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 petroleum products, taxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and 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.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow 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 condit or 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 interpretation of the Property (including, but not limited to, hazardous 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 Environmental 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 a Hazardous 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, Borrower 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 covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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virtue of the Illinois homestead exemption laws. 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. Sorrower 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 leatrument, Lender shall release this Security Instrument.

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Witnesses:

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\$605-889	Mylary Public Shon; 6350 W 63rd Street; Chicago IL 60	MY COMMISSION EXPIRES: 9/23/2010 This institutent was prepared by MALESTER R SERVE
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ILLINOIS--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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THIS INSTRUMENT WAS PREPARED BY MARGARET R. STACHON 6350 WEST 63rd STREET CHICAGO, ILLINOIS GOG38

1-4 FAMILY RIDER

(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 16th	day of	JUNE,	, <u>2008</u>	, and is
incorporated into and shall be deemed to amend and sup	plement the Mortgag	ge, Deed of Trust, or Se	curity Deed (the	"Security
Instrument") of the same date given by the undersigned (the	ne "Borrower") to see	cure Borrower's Note to		•
Loomis Federal Savings and Loan Association, 635	0 West 63rd Street,	Chicago, Illinois 60638	-5095 (the '	"Lender")
of the same date and covering the Property described in th	e Security Instrumen	and located at:	·	,
5255 S Mobile; Chicago Illinois 60638-	1313			
	Property Address]			
1-4 FAMILY COVENANTS. In addition to the c	ovenants and agreem	ents made in the Security	y Instrument, Born	rower 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 conditute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoe er 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 provention 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 does, 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. Borrower shall not seek, egges 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 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.
 - 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

MULTISTATE 1-4 FAMILY RIDER--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3170 1/01 (page 1 of 2 pages) SAF Product 43598IL 2003 SAF Financial Services, IL • To Reorder 1-800-323-3000

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

me Security Instrument.

has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender

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

Lender, or Lender's agen's or a judicially appointed receiver, shall not be required to enter upon, take control of or

Lender from exercis ng Ls rights under this paragraph.

not executed any place acsignment of the Rents and has not performed, and will not perform, any act that would prevent Lender secured by the Security Instrument pursuant to Section 9. Borrower represents and warrants that Borrower has of collecting he Pents any funds expended by Lender for such purposes shall become indebtedness of Borrower to

If the Rent of the Property are not sufficient to cover the costs of taking control of and managing the Property and

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

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