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Illinois Anti-Predatory **Lending Database** Program

Certificate of Exemption



Doc#: 0830449008 Fee: \$60.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 10/30/2008 09:15 AM Pg: 1 of 13

The property identified as:

PIN: 13-21-409-017-0000

Address:

Street:

5048 W.Henderson

Street line 2:

City: Chicago

ZIP Code: 60641

Lender:

Selfreliance Ukrainian American Federal Credit Union

Borrower: Ivan Kuzin and Maria Pawluk-Kuzin

Loan / Mortgage Amount: \$209,000.00

My Clork's This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 219BB426-EA9D-43E8-8B0B-DC5E31F25590

Execution date: 10/21/2008

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After Recording Return To:

Selfreliance Ikrainian American Federal C.U. 2332 W.Chicago Ave., Chicago, IL 60622

MORTGAGE

DEFINITIONS

	for Al Thirtie Emphasis Deal
	[Space Above This Line For Recording Data]
	MORTGAGE
Loan #36015-61	
DEFINITIONS	
21. Certain rules regarding the usay	this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and ge of words used in this document are also provided in Section 16.
(A) "Security Instrument" means	this document, which is dated October 21 , 2008 , together with all Riders to
this document	
(B) "Borrower" is Ivan Kuzın an	d Maria Pawluk-Yuzin, f/k/a Maria Pawluk, his wife
Borrower is the mortgagor under the	is Security Instrument.
(C) "Lender" is	SELFRELIANCE UKRAINIAN AMERICAN FEDERAL CREDIT UNION organized and (xi ting under the laws of the United States of America
Lender is a <u>Corporation</u>	organized and existing under the laws of the United States of America.
Lender's address is	2332 West Chicago Avenue Chicago, IL 60622
Lender is the mortgagee under this	Security Instrument.
(D) "Note" means the promissory Borrower owes LenderTwo Hund	note signed by Borrower and dated <u>Ccrober 21</u> , 2008. The Note states that red Nine Thousand and 00/100 Dollars
Dollars (U.S. \$ 209,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in fu	ll not later than December 1, 2015
(E) "Property" means the property	that is described below under the heading "Transfer of Rights in the Property."
(F) "Loan" means the debt eviden	ced by the Note, plus interest, any prepayment charges and late charges due under the Note, and
all sums due under this Security In	
(G) "Riders" means all Riders to	his Security Instrument that are executed by Borrower. The fellowing Riders are to be executed
by Borrower [check box as applica	
☐ Adjustable Rate Rider	☐ Condominium Rider ☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider ☐ Other(s) [specify]
1-4 Family Rider	☐ Biweekly Payment Rider
(TV) (() 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	11' 11' 11' 11' 11' 11' 11' 11' 11' 11'

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

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

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(soder of the separation and areas

of, or omissions as to, the value and/or condition of the Property. condemnation or other taking of all or any part of the Property. (iii) conveyance in hea of condemnation; or (iv) misrepresentations than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii)

(M) "Mortgage Insurance" means insurance protecting Lender against the noupayment of, or default on, the Loan

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any

Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. \$2601 et seq.) and its implementing regulation, amounts under Section 3 of this Security Instrument.

mortgage loan" under RESPA. restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related bus almomentation that governs the same subject matter. As used in this Security Institution, "AFSPR" repet to all requirements and

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed

Borrower's obligations under the Note and/or this Security Instrument.

this Security instrument secures to Lender. (1) the repayment of the Lean, and alt renewats, extensions and modifications of the TRANSFER OF RIGHTS IN THE PROPERTY

purpose, Borrower does hereby margage, 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

[Name of Recording Jurisdiction] [Type of A conding furisdiction] proporty located in the Commit

OF THE SOUTH EAST 1/4 OF SECTION 21; TOWNSHIP 40 NORTH, RANCE 13; EAST OF THE THIRD PRINCIPAL MERIDIAN,

IN COOK COMMILE' HITHMOIE'

0000-710-605-(2-8) **S****

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Prioport? off as morning latticed with miles borredors as the gaingeness of the fixtures now or bereafter a part of the property. All replacements and additions sind are the covered by this Security Instrument. All DOETHER WITH all the improvements now or nerestler erected on the property and all the improvements, appartenances, and

grant and convey the Property and that the Property is unencumbered, except for mountaines of econd. Borrower marrants and BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and me the right to mortgaga,

will defend generally the to the Property against all claims and demands, subject to any socialismores a record

THIS SECURITY INSTRUMENT combines uniform coverceds for national use and non-uniform coverants with limited

Anaderic policines function to constitute a mittern recently instrument in the correction cast products

ENIFORM COVENAVES. Borrower and Lender covenant and agree as iobless:

deposits are insured by a federal agency, instrumentality, or entity, or (d) Electronic Funds Transite. certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an mathution whose this Security Instrument be made in one or more of the following forms, as selected by Lender, in cash, (b) money order its Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments and under the Nete and shall be made in U.S. currency. However, if any check or other instrument received by Londor as payment under the Mote or this bottower shall also pay lunds for Escrow frems pursuant to Section 3. Payment, due under the Nere and this Security Instrument the periodial of, and inferest on, the debt evidenced by the Note and any prepayment charges and have charges due under the Note i. Payment of Principal, Interest, Escrow Rems, Prepayment Charges, and Late Charges. Corrower shall pay when duc

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

Any application of payments, insurance 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 Payments.

3. Funds for Escrow Items. Borrower shall pay to Ler Jer In 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 anguents 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 ascrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all actices 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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monty Borrower as required by RESPA, and Borrower shall pay to header the amount received to make up the deflerency is out in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lander shall as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA. in accordance with RESPA. If there is a shortage of Funds held in escrow as defined ander RESPA. Lender shall notify Berrower If there is a surplus of Funds held in eserow, as defined under RESPA. Lendor shall account to Borrower for the excess funds

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

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

rebast ye blos Thon payment in full of all sums secured by this Security Instrument, Leader shall promptly refund at Borrower any Funds

it notices or behiverg seminar Association Ducs, bees, and Assessments, if any To the extent three lights are become lights, Borrower shall pay thom in the which can aftain priority over this Security Instrument, leasehold payments or ground reads on the Property, if any and Community de Chargest Liens. Borrower shall pay all taxes, assessments, charges, trace, and impostante armbutable to the Property

Borrower also the the tien or take one or even of the existing start that the event also be the Section S. Levely, I spike teal thick seconds of the right of the Mark Berginski salten and year Bond and the mark the spike is a passing the market by the spike is a passing the spike is a pas and nove spinoring alarm near deals which or explain a gradual out to may you and sommon. A robust it incommunal grantee and or nail and guitambaches subnoci on (volunteine, manassega, na nail ad ita babad and asupasedos subnotates sur Egyposeces gam gam sporting Pagasad we sacquared i asom gags, was by an anomonique and an out or any in anadio stabinad in asom baqqaligist sich atlastica (4) compsit ipa par in baga ting pi or gapaga ibning antalalisati, si gis prin ut jetaj hasaraquain enting to the payment of the obligation secured by the health a manner acceptable to the cade: but only so long as Borrower is Borrower shall compily discharge any lien which may priority are this beautiful basistiness that share in agrees it

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annual accounting of the Funds as required by RESPA.

asserting from an objection by Borrowa consultating once pour to be about the constant of the decade and doubteness tourstand import out in possible and our to monyeq oft wit officeresect of other toler we red to incidence or neithbrings be due to the elymnyldenosies doine record segment the how cost over nother three but nother transfer one cost set seems องที่เลยคู่กรับรับอย่าง ของเรียบใส่โทยอาการแกก อาการ อย่างอยู่ ambanes of a sector guitant interchastions administration book and upon surface of (a) nothing med sixt of the disapprove Borrower's choice, which right shall not be exercised united a fight the choice Section of the page is connection at stight strained for the control of the control of their containing the graph of the control o Agricultures as accusas galizacony cultura armereng somegas resince CockW. Evriupor robusal teda aborteg odi not bus (elovol eliferatbos) cardiquakes and Hoods, for which Lender requires insurance This insurance dull be intentumed in the unnounte (necluding 2, Property insurance. Borrower shall beep to approvement that the best of the

arch interest, upon nonce from Lender to Borrower requesting paymers: igas pormità pratimibili. Hiose amonara anni post inferest et the gent ent per ent en ortere per part po becapie ent d norman come and finite and the company limbs? we may spirit which be a gold because and an experience of the common by the com राज्यात होती है। तेन से बहु के प्रतास के जिल्ला है। विकास के विकास के बहु के बहु के लिए के प्रतास के अन्य के अ лемошов, поедращ Динево. inspectly against any new bound or happing and associate formers. Becomes expect to be a few manufactors of the complete of th gara usar agazasan asest is wanag ahisang riligiri ban yilidali na barant, den yan minge yinayari j servoyer's expense. Lender is under no obligation on robings connections growing bar nongo (Asime). Decrease on commune of specifical forming bedressic segmentary of the greatment of still newsmoth it

receipts of paid premiums and renewal notices. If Borrower obtains any torm of insamines coverage, not otherwise required by aspest) pakad esoj jenemgrep e zasugem monkako ejantet ka per jenema ka promina ka arangan jenema jenema je pr atons asolidosap ot afâtt afaptica oci valetis og amis salmend af unis ja sikmatas pur sapuad 🖍 patinbat salajaka batunnsti (19

es anorigagee and/or as an additional loss payer. Lender, for damage to, or destruction of, the Property, such policy shall include a standard menge clause and shall mane Lander half have the right to hold the policies and renewal certificates. It ender requires, Berrower shalt promptly give to Lender all

re decombratify feasible and Lender statement is not lessened. During requiremental to receive from the first have the right menor received the right of the righ the anderlying 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 manimor proceeds, whother or not in the event of loss, Borrower shall give prompt notice to the insummee earner and Lender, Lender may make proof of loss in

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

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any regard 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 Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which the beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or common 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 respectful 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 1 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 Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's accupancy of the Property as Borrower's principal residence.
- 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is 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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sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower, In the event of a partial in the event of a total taking, destruction, or loss in value of the Property, the Miscellanceus Proceeds shall be applied to the

order provided for in Section 2.

instrument, whether or not then due, with the excess, it any, paid to Borrower. Such Miscellancous Proceeds shall be applied in the seasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security required to pay Borrower any interest or earnings on such Miscellancous. Proceeds Mitte restoration or apair is not economically. agreement is made in writing or Applicable Law requires interest to be paid on tach Mescallancous Preceded Leader shall not be the repairs and restoration in a single disbursement of it is series of progress, payments as the work is completed, thiless are work has been completed to Leader's satisfaction, provided that such inspection shall be undertaken promptly, Leader may hav for ad vinera at gregory data tasteri of growthoppe in had sel tabrad from abosom? anosuellasself data blod of right of real tabrad from abosom? restoration or repair is economically feasible and Lender's security is not beserved. During such report not restoration period Lender if the Property is damaged, such Miscellancous Proceeds stall he appead to restoration to repair of the Property, it that

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request and obtain cancellation of the Mortgage insurance to have the Mortgage Insurance to trainated automatically, and/or the Homeowners Protection Act of 1998 or any other last. These rights may include the right by receive certain disclosures, to (b) Any such agreements will not affect the rights Borrower has it say - with correct on the Morrgage insurance under

builer on tewarted abites ton Wer other terms of the Loan. Such agreements will not increase the amount Borrowe. "Il one for Mortgage Insurance, and they

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay be forthage braurance, or any

permitante paid to the insurer, the arrangement is often termed "capite e rain so most." Earther beson. If such agreement provides that an affiliate of Lender takes a dust of the memory dash in exchange for a share of the of Borrower's payments for Mortgage insurance, in exchange for sharing or modifying the mortgage insurer's rish, or reducing addition of any of the foregoing, may receive (directly or midneed by small state terms that terms of the foregoing, may receive (directly or midneed by sharp terms and the foregoing and perfect of the foregoing and the foregoin

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Mortgage Insurance premiums).

make payments using any source of funds that the meter secure, may have available (which may making funds obtained from Colosfied and the object of modify their class of reviewing and the object of the modified of

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not repay the Loan as agreed. Borrower it is not to the Mortgage transmire

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stromornal analise O1 noutable soft on growths and addressingly of normpas are nathernorm through no address to growth and address the soft of the property of rebased has rewarred asserted incurrence within the matchinese of who continued equipment and incurrence of their control apply by the formation of polytopic and apply the formation of the first of the control of the formation and the formation of the form gousnesm agagitoly, nel annument off thereof about descriping baterigizal, alcunqua alam of borimpot asw seconds but used other designated payment the premiums f... Mortigage Insurance. H Londer required Mortigage Insurance as a condition of making that Lendor required provided by an insurer solected by Lendor again becomes available, is obtained, and Lendor requires separately contest reserve. Lender can no longer require loss reserve payments if Mortgage linurance coverage (in the amount and for the period the that the Loan is utimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on each payments as a non-refundable loss reserve in lieu of Mongage transmer. Sees reserve shall he non refundable, notwithstanding designated payments that were due when the insurance coverage ceased to be at offect. Uender will accept, use, and setain these spaintable Mortgage Insurance coverage is not available. Borrower shall cominue to pay the annual of the appearable Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage memor selected by Lender. If substantially coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to separately designated payments toward the premiums for Mortgage Insurance. Borrower shall pay the premiums required to obtain Lender ceases to be available from the mortgage insurer that previously provided such matrance and Berrower was required to make premiums required to maintain the Mortgage Insurance in effect. It for any reason, the Merigage Insurance coverage required by 19. Mortgage Insurance. If Lender required Mortgage insurance as a condition of making the Lean. Borrower shall pay the

ice fille to the Property, the leasthold and the fee title shall not merge unless hender agrees to the merger in writing Whis Security Instrument is on a leasthold. Borrower shall comply with all the provisions of the least. If Borrower acquires

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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 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 Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in decoult 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 Lender 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 182,501 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. Gerrower 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 mo tgage, 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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sists Security Instrument) can be sold one or more times without prior to their were 🗡 sale arresult in a change in the critical 29, Sale of Note; Change of Loan Servicer; Notice of Crievance. The Note of a partial interest in the Note (together with

acceleration had occurred. However, this right to remstate shall not apply in the case of acceleration under Section 1%. рбон којиживањин ра Вошомст дрје Зеспцаа јизданиван вид орржионе зеспкед регера грид идра стрестеке ву д до Jawn apon an institution whose deposits are insured by a (ederal agency, instrumentality or entity, or (d) Electronic Funds Transfer. gouden (s) cash; (b) money orden (c) certified check, bank check, treasurer's check or cashor's check, provided any such check is Tranger may require that Borrower pay such rematarement sums and expenses in one or more of the following forme, as solvered by w pay the sums secured by this Security instrument, shall continur unchanged unless as otherwise provided under Applicable Law. reasonably require to assure that Lender's interest in the Property and rights under the Security hadranean, and Borrower's obligation protecting Lender's interest in the Property and rights under this Security Instrument, and (d) takes such action as Lender may to be find to teasonable attorneys) fees, properly megechon and caluation fees, and other feet incurred for the purpose to на вы формаци од зак опрос сол**оз**ана от адгестоте, (с) раук ай охронее впоцетой и онбасову илу боситу и извистот, посметь и систем и в от с (d) therefore the world then would be due under this Security hermonent and the Note as it is seen on the had occurred (d). Borrower's fight to rematate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (z) parsuant to Section 22 of this Security Instrument, (b) such other period as Applicable tan unight so the fermination at respond and the state of this Security Instrument discontinued at any time prior to the earliest of (a) five the feeling sale of the Property

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conducts, Borrower shall have the right to permitted by this Security Instrument without further notice or demand on Borrows. this Security Instrument. If Borrower fails to pay these sums prior to the expusition of this period, hender may monke any reneedles than 30 days from the date the notice is given in accordance with Section 15 within a forcewer may all sums secured by

if Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a pechal of not less

exercise is prohibited by Applicable Law. payment in full of all sums secured by this Security Instrument. However, arts option shall not be exercised by Lender if such

and a beneficial interest in Borrower is sold or transferred) without landers written conder may require immediate if all or any part of the Property or any Interest in the Property 4, sold or nansferred (or if Borrower 45 not a natural person.

a future date to a purchaser: to deed, contract for deed, installment sales contract or escopy a preciment, the intensist of which is the transfer of fille by Barrower at

means my legal or beneficial interest in the Property, but he bindfed for the beneficial interests transferred in a bond 18. Transfer of the Property or a Beneficial interest in Borrower. As used in this Section 18, "united in the Property"

EX Borrower's Copy. Borrower shall be given one copy of the Now and of this Security bistramman.

gives sole discretion without any obligation to talle any action

words of the feminine gender; (b) words in the singular shall mean had a her here were words of the feminine gender; (c) the word have

strang Instrument and words of the masseuline gender shall mean the second product corresponding neuter whele o жолівівня од цірів **госпид пвалишенг эт по дого мі**рісі так рейсью відось мідыні діт сондістий блолівічні

any provision or clause of this Sepriny Insuranem or the Note conflicts with Applicable Law, such conflict shall not affect other contract or it might be siled t, but such silence shall not be construct as a prohibition against agreement by contract. In the event that combined and controlled and controlled taw. Applicable Law Applicable Law inight explicitly or implicatly allow the parties to agree by eas of the jurisdiction in thich the Property is located. All rights and obligations contained in this Security instrument are subject.

to. Coverning D.m.; Severability; Runes of Construction. This Security Instruments shall be governed by federal law and the

is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this shall not be deemed to have been given to Lender until actually received by Cender. If any notice required by this Security Instrument potein aniess Londer has designated another address by notice to Borrower. Any notice in connection with this Security Instrument the way one time. Any notice to Lender shall be given by delivering it or by trust yith class mail to Lender baddress stated change of address through that specified procedure. There may be only one designated notice address under this Security Instrument change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a pottower has designated a substitute notice address by notice to Lender. Bottower shall promptly pourly Lender of Bottowers nonce to all borrowers unless Applicable Law expressly requires effectively and decas shall be the Property Address unless class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute matice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first 15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in withing. Any

Berrewer might have arising out of such overcharge.

Bostower's acceptance of any such refund made by direct payment to forcower will constitute a waiver of any right of action

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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 a re sonable 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.

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 produces toxic 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 trigges 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 condition and 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, 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 medified 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.

Borrower -(1852):sassaun_{A6} Rider executed by Borrower and recorded with it. BY SIGNING BELOW, Borrowor accepts and agrees to the terms and covenants contained in this Security Instrument and in any

24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by

Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

see is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

virtue of the Illinois homestead exemption laws

2001 SAF Financial Services no. Rolling Medicales of Carolier 1-806-333-330-0 ELLIPS WARE BY S gogogial for the Brand Pier Fill ariod - Wedikulbilokai inbodiku daka dibboriki algang digas—Siokilati Latt This instrument was prepared by Mortgage Dept., Seifreliance Ukraiman American Pederal Credit Union 1962. (TVES) My Commission Expires: State of the parties. Wimess my hand and official seal this 8000 the Amunios pur sail have executed same, and acknowledged said instrument to be petore me and is (inc) known or proved to me to be the person(s) who, heregorate of the corrents of the foregoing insuranent, pamodde Agenosiad a Motary earlier in and the said county and state, do bereity that COUNTY OF COR Space Below This Line for Acknowledgment! - BOTTOWEE (las2)_

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1-4 FAMILY RIDER

(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 21st day of October , 2008	and is
incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Se Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Selfreliance Ukrainian American Federal Credit Union	curity
of the same date and covering the Property described in the Security Instrument and located at:	nder")
5048 W.Henderson, Chicago, IL 60641	
[Property Address]	

1-4 FAM LY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. ADJITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are add-10 the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing both tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awaings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, par sling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and ren air 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-+ Family Rider and the Security Instrument as the "Property."
- B. USE OF PROPERTY; COMPLIANCE VITA LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal 1874, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lerder's prior written permission.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance gainst 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 stall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Ur on the assignment, discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Incornect is on a leasehold.
- H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSE SJON. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

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

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receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

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

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

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

BY SIGNING BELOW, Borrower a cepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

Olynin Clark's Office

___(Seal) -Borrower

___(Seal) -Borrower