### **UNOFFICIAL COPY**



Doc#: 1432822079 Fee: \$60.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 11/24/2014 01:33 PM Pg: 1 of 12

Prepared By and Return to: Central Mortgrige Company 801 John Pari w Road, Suite 1 Little Rock, AR /12205 800-366-2132

- [Space Above This Line for Recording Data]

Loan No.: 0004331356

MERS No.: 123031300000167947

Investor Loan No.: 104908835 MERS Phone: 1-888-679-6377

#### LOAN MODIFICATION AGREEMENT

(Providing for Step Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 24th day of September, 2014, between TAMMY L WATSON AND THOMAS WATSON, ("Borrower"), and Hsbc Bank USA, National Association as Trustee for Merill Lynch Agrenative Note Asset Trust, Series 2007-A2 ("Lender"), amends and supplements (1) the Mortgage, Eeed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any dated October 31, 2006, granted or assigned to Mortgage Electronic Registration Systems inc. as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.G. Box 2026, Flint, Michigan 48501-2026 and recorded in Book or Liber N/A Page N/A Instr # 0632529038 recorded on November 21, 2006, of the COOK Records of COOK County, Illinois(Name of Records) and (2) the Note bearing the same date as, and secured by, the Security instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 15059 FOREST VIEW LN, SOUTH HOLLAND, IL 60473-3802, the real property described being set forth as follows:

P S M M SC L

Form 3179 1/01 (rev. 6/06) (page 1 of 8)

1432822079 Page: 2 of 12

### **UNOFFICIAL COPY**

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

LOT 24 IN THE PRESERVES OF SOUTH HOLLAND PHASE TWO, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 22,,2005, AS DOCUMENT NO. 0535639005, IN COOK COUNTY, ILLINOIS.

TAX JD NO: 29-09-413-049-0000

ADDRESS: 15059 FOREST VIEW LANE, SOUTH HOLLAND, IL 60473

SEE ATTACHLE 1 TO 4 FAMILY RIDER (ASSIGNMENT OF RENTS) HERETO AND MADE A PAP'T HEREOF

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for lende, and lender's successors and assigns. MERS is the [Mortgagee] [Beneficiary] of record under the Security Instrument and this Agreement. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 67 - MERS.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1. As of October 1, 2014, the amount payable under the Note and the security Instrument (the "New Principal Balance") is U.S. \$463,258.63 consisting of the unpair, amount(s) loaned to Borrower by Lender and any interest and other amounts capitalized.
- 2. \$138,977.59 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "principal Balance" and this amount is \$324,281.04. Interest at the rate of 2.0000% will begin to accrue on the Interest Bearing Principal Balance as of October 1, 2014 and the first new monthly payment on the Interest Bearing Principal Balance will be due on November 1, 2014. The new Maturity Date will be November 1, 2036. Borrower's payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Payment Begins On	Number of Monthly Payments
1-3	2.0000%	10/01/2014	\$1,514.77	11/01/2014	36

1432822079 Page: 3 of 12

#### UNOFFICIAL COPY

4	3.0000%	10/01/2017	\$1,654.27	11/01/2017	12
5	4.0000%	10/01/2018	\$1,794.09	11/01/2018	12
6-22	4.1250%	10/01/2019	\$1,811.17	11/01/2019	205

- 3. Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date Borrower sells or transfers an interest in the Property, (ii) the date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
- 4. If Borrower makes a partial prepayment of Principal, the Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amount; due.
- 5. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without the Lender's prior witten consent, Lender may require immediate payment in full of all sums secured by this Security instrument.
  - If Lender exercises this option, Lender shall give the Borrower notice of acceleration. The Notice shall provide a period of not less thin 30 days from the day the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument valuout further notice or demand on Borrower.
- Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escroty items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument, however, the following terms and provisions are forever canceled, null, and void, as of the date specified in paragraph No. 1 above:
  - (a) all terms and provisions of the Note and the Security Instrument (if any) providing for, implementing or relating to, any change or adjustment in the rate of interest payable under the Note, including where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and Paragraph A.1 of the Timely Payment Rewards Rider. By executing this agreement Borrower waives any Timely Payment Rewards rate reduction to which borrower may have otherwise being entitled: and
  - (b) all terms and provisions of any Adjustable Rate Rider or Timely Payment Rewards Rider, where applicable, or other instrument or document that it is affixed to, wholly or partially incorporate into, or is part of the Note or Security instrument and that contains any such terms and provisions as those referred to in (a) above.

1432822079 Page: 4 of 12

### **UNOFFICIAL COPY**

#### 7. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All convenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agree nent in any way impair, diminish, or affect any of the Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitle I against any property or any other persons in any way obligated for, or liable on, the Note and the Security Instrument are expressly reserved by Lender.
- (c) Nothing in this Agreemer, shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (d) All cost and expenses incurred by Linders in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- 8. Notwithstanding anything to the contrary contained in this Agreement, Borrow and Lender acknowledge the effect of a discharge in bankruptcy that has been granted to Borrower prior to the execution of this Agreement and that Lender may not pursue Borrower for personal liability. However, Borrower acknowledges that Lender retains certain rights, including but not limited to the right to foreclose its lien evidenced by the Security Instrument under appropriate circumstances. The parties agree that the consideration for this Agreement is Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of Borrower's default thereunder. Nothing in this Agreement shall be construed to be an attempt to collect against Borrower personally or an attempt to revive personal liability.
- 9. Borrower hereby absolutely and unconditionally assigns and transfers to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon this 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, the word

1432822079 Page: 5 of 12

#### **UNOFFICIAL COPY**

"lease" shall mean "sublease" if the Security Instrument is on a leasehold estate.

Borrower hereby 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 under this Agreement, 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 ealy.

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 coner vise, 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 unlited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially apprimed 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 inagequacy 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 pender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9 of the Security Instrument.

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 default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

1432822079 Page: 6 of 12

## **UNOFFICIAL COPY**

- 10. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.
- 11. Borrower will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage 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 the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. 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 or all Liscrow Items at any time. Any such waiver may only be in writing. In the event of such wa'ver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow nerus for which payment of Funds has been waived by Lender and, if Lender requires, shall turnish 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 jurp ses be deemed to be a covenant and agreement contained in the Loan Documents, as t'ie phrase "covenant and agreement" is used in the Loan Documents. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an F<sub>sc</sub> ow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and Borrower shall then be obligated to repay to Lender any such amount. Ler der nay revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, Borrower shall pay to Lender an Tunds, and in such amounts, that are then required under this paragraph.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to per nit 1 ender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESTA. 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

1432822079 Page: 7 of 12

#### **UNOFFICIAL COPY**

requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender and Borrower can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

Upon payment in fu'i of all sums secured by the Loan Documents, Lender shall promptly refund to Borrower any Funds held by Lender.

12. Borrower must make the monthly pay nents at <u>Central Mortgage Company</u>, P.O. Box 8025, <u>Little Rock</u>, <u>AR 72203</u> or such other place as Lender may require.

Central Mortgage Company as attorney in fact for Hsbc
Bank USA, National Association as Trustee for Meril
I Lynch Alternative Note Asset Trust, Series 2007-A2

THOMAS WATSON

THOMAS WATSON

THOMAS WATSON

THOMAS WATSON

THOMAS WATSON

THOMAS WATSON

TO 1-14

Date

THOMAS WATSON

TO 1-14

Date

Data

1432822079 Page: 8 of 12

### UNOFFICIAL COPY

[Space Below This Line For Acknowledgment in Accordance with Laws of Jurisdiction]

Central Mortgage Company as attorney in fact for HSBC Bank USA, National Association, as Trustee for the registered holders of the Merrill Lynch Mortgage Investors, Inc., Mortgage Pass-Through Certificates, Series 2007-A2

Millicent Stanley, Vice President for Central Mortgage Company as attorney in fact

LENDER/MORTGAGEE ACKNOWLEDGEMENT

State of Arkansas County of Pulaski

before me Caresse Haworth,

Additional Stanley, Vice President as attorney in fact for Notary Public personally appeared Millicent Stanley, Vice President as attorney in fact for HSBC Bank USA, National Association, as Trustee for the registered holders of the Merrill Lynch Mortgage Investors, Inc., Mortgage Pass-Through Certificates, Series 2007-A2, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and ack lowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)



My Commission Expires: 106/22

Caresse Hawolt

1432822079 Page: 9 of 12

# **UNOFFICIAL COPY**

Space Below This Line for Acknowledgment
State of TUINOIS
County / Parish of
The foregoing instrument was acknowledged on October 7, 2014 [date]
before me, personally appeared (Name of Officer)
TAMMY L WATSON AND THOMAS WATSON, who proved to me on the basis of satisfactory
evidence to be the person(e) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that they execute it the same in his/her/their authorized capacity(ies), and that
by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which
the person(s) acted, executed this instrument.
I certify under PENALTY OF PERJURY under the laws of the state of Illinois that the
foregoing paragraph is true and correct.
(Seal) Semont Water
OFFICIAL SEAL LEMONT WATSON NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 03/12/16  Notary Public, State of
My Commission Expires: 3/12/14

1432822079 Page: 10 of 12

### **UNOFFICIAL COPY**

Loan No.: 0004331356

Investor Loan No.: 104908835

#### **EXHIBIT B**

#### 1-4 FAMILY Modification Agreement Rider

(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 24th day of September, 2014, and is incorporated into that certain Loan Modification Agreement and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned TAMMY L WATSON AND THOMAS WATSON (the "Borrower") to secure Borrower's Note to Hsbc Bank USA, National Association 25 Trustee for Merill Lynch Alternative Note Asset Trust, Series 2007-A2 (the "Lender") of the same date and covering the Projectly described in the Security Instrument and located at:

#### 15059 FOREST VIEW LN, SOUTH HOLLAND, IL 60473-3802

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. ADDITIONAL PROPERT? SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, explances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain ode, 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, agree to or make a change in the use of the Property or its zoning classification, unless Lender or s 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, Borrowe chain not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written purposision.
- **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.

1432822079 Page: 11 of 12

#### **UNOFFICIAL COPY**

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to one tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be amplied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, incurance 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 one 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 ary junds 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 verice 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 default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

- I. CROSS-DEFAULT PROVISION. Borrower's default of Greach 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.
- J. PRIOR ASSIGNMENT OF RENTS. This 1-4 Family Rider supersedes the profisions of any previous 1-4 Family Rider Assignment of Rents (a "Previous Assignment") executed by Borrower pertaining to the Property. If a Previous Assignment has been executed by the Borrower, then the assignment and lien ranted in the assignment of Rents contained in Paragraph H of this 1-4 Family Rider shall relate back in time to the date and priority of any such Previous Assignment.

**K. CAPITALIZED TERMS.** Capitalized terms used in this 1-4 Family Rider shall have the meanings ascribed to them in the Modification except as otherwise specifically set forth in this 1-4 Family Rider.

1432822079 Page: 12 of 12

# **UNOFFICIAL COPY**

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

Rider.

TAMMY L WATSON (Borrower)

THOMAS WATSON (Borrower)

Property of Cook County Clark's Office