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85326198

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MORTGAGE

213865 095824333

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 11 1985 The monga gor is JULIO ESTRADA AND ZORALDA ESTRADA, HUSBAND AND WIFE

Z E

("Borrower"). This Security Instrument is given to UNITED SAVINGS OF AMERICA

which is organized and existing under the laws of THE STATE OF ILLINOIS 4730 WEST 79TH STAPET

, and whose address is

("Lender").

CHICAGO, ILLINOIS 60652

Borrower owes Lender the princip is sum of FIFTY FOUR THOUSAND AND NO/100---

Dollars (U.S. \$ 54,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 1, 2015

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage grant and convey to Lender the following described property

located in

THE NORTH 10 FEET OF LOT 16 AND THE SOUTH 20 FEET OF LOT 17 IN BLOCK 3 IN ARMITAGE AND NORTH 40TH AVENUE ADDITION TO CHICAGO A SUBDIVISION OF THE EAST HALF OF THE SOUTH EAST QUAPTER OF THE NORTH EAST QUARTER OF C/O/A/S O/A/CO SECTION 34, TOWNSHIP 40 NORTH, RANGE 13 LAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13-34-232-010

which has the address of 2029 NORTH KEYSTONE

[Street]

, CHICAGO

[City]

Illinois

60639 (Zip Code) ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

REALTY TITLE, INC. ORDER # 505-1844

STREAMWOOD, ILLINOIS

RECORD AND RETURN TO:

1300 EAST IRVING PARK ROAD

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NON-UNIPORM COVENANTS Borrower and Lender further covenant and agree as follows:

19. Acceleration: Remedies. Lender anal 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 paragraphs 13 and 17 uniess applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default in the notice in the notice may result in acceleration of the aums and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the aums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the foreclosure proceeding the noncertaints of a default to reinstate after acceleration and the right to assert in the foreclosure proceeding the noncertaints of a default to reinstate after acceleration and foreclosure. If the default is not cured on or extractance of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or extractance of a default or any other defense of Borrower to acceleration and foreclosure. If the default of all sums secured by the foreclosure proceeding the nor cure and the right to reinstate after at its option may require immediate payment in full of all sums secured by before the date specified in the notice, Lender at its option may require immediate payment by judicial proceeding before the date apecified to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to collect all expenses incurred by the remedies provided in the paragraph 19, including, but not limited to collect all expenses incurred by the remedies provided in the notice.

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

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property. unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or retile 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 proceeds, at its option, either to restoration or repair of the Property or

to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Fot 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 any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify and obtain of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bould; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) i. c)-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the larges 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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without

that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the line est or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (6) 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 choos: 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 under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Incrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the score specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument, shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The potice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender y hen given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federar law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Ins rument and the

Note are declared to be severable.

 Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
 Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is 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 without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Any amounts disbursed by Lender under this paragraph? shall become additional debt of Borrower secured by this Lender may take action under this paragraph 7. Lender does not have to do so.

Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property Lender's actions may include paying any sums secured by a lien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or Throtection of Lender's Rights in the Property; Mortgage Insurance.

Covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect covenants and agreements.

Change the Property, allow the Property; Leaseholds. Borrower shall not destroy, damage or substantially change in the Property; allow the Property to deteriorate or commit waste. If this Security instrument is on a leasehold, "Borrower acquires fee fule to the Property, the leasehold and "Borrower shall not merge the provisions of the lease, and if Borrower acquires fee fulle to the Property, the leasehold and "Borrower shall not merge the provisions of the merger in writing:

"Item to the provisions of the lease, and if Borrower acquires fee fulle to perform the lease fulle to be provided the lease fulle to be performed to the lease fulle to be performed to the lease fulle to be performed to the lease fulle to the lease fulled to the lease fulle to the lease fulled to the lease

Instrument immediately prior to the acquisition.

postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If from damage to the Property is acquired by Lender, Borrower's right to any incurance policies and proceeds resulting from damage to the Property is acquired by this Security. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or when the notice is given.

the Property or to pay sums secured by this Security Instrument, whether or not then due 11 c 30-day period will begin offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the pit, seds to repair or restore Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has 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 any excess paid to Borrower. If Unless Cender, and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair is economically feasible and Lemer's security is not lessened. If the

carrier and Lender Lender make proof of loss if not made promptly by Bent awar. Lender shall have the right to hold the policies and renewals. If Lender equites, Borrower shall promptly give to Lender (all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance All insurance policies and renewals shall be acceptable to Lender as d shall include a standard mortgage clause.

bioddiw yldsgossornu mantance carrier providing the insurance shall be chosen by Borr wer subject to Lender's approval which shall not be insured against loss by fire, hazards included within the term "exterred coverage, and any other hazards for which Lender Tequires. The frequires insurance. This insurance shall be maintained in the 8 n arts and for the periods that Lender requires. The

S. Hazard Insurance. Borrower shall keep the it for vements now existing or hereafter erected on the Property of the giving of notice.

motice identifying the lien. Borrower shall satisfy the liet or take one or more of the actions set forth above within 10 days agreement satisfactory to Lender subordinating the activity Security Instrument. If Lender determines that any part of the Property is subject to a life which may attain prive Security Instrument. Lender may give Borrower a agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good fault the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to fault the lien of the lien in, legal proceedings which in the Lender's opinion operate to great in the Lender's opinion operate to fault the lien an prevent the conference of the lien and prevent the conference of the lien and prevent the conference of the lien and prevent the lien and prevent the lien and prevent the lien and prevent the lien of the lien and lie in the lien and lien and lie in the lien and lien an Borrower, shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) receipts evidencing the payments.

to be paid under this paragraph. If Borramer makes these payments directly, Borrower shall promptly lurnish to Lender pay them on time directly to the pers o. swed payment. Borrower shall promptly furnish to Lender all notices of amounts Borrower shall pay these obligation in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall A Charges, Liens. Corrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain pro "y over this Security Instrument, and leasthold payments or ground rents, it any.

3) Application of I syments. Unless applicable law provides otherwise, all payments received by Lender under the paragraphs I and 2 she liber in the Mote; second, to prepayment charges due under the sparse she liber in applied: first, to late charges due under the liber in the later in principal due.

Note: third; to amounts payab e under paragraph 2; fourth, to interest due; and last, to principal due. namurismi viriuses sitti vo baruses smus stilismien. 1. 215 ses moitsalique

Upon The entire full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, Shall apply, no later than funder held by Lender, Shall apply, no later than funder held by Lender, Shall apply, no later than funder held by Lender at the time of the funder held by Lender at the time of the funder held by Lender at the time of the funder held by Lender at the time of the funder held by Lender at the time of the funder held by Lender at the time of the funder held by Lender at the time of the funder held by Lender at the funder held by Lender hel amount neces at vio make up the deficiency in one or more payments as required by Lender.

the due dates of the escrow items, shall exceed the amount required to pay the escrowitems when due, the excess shall be, at Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to this Security Instrument.

requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds and the shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the shall give to Borrower, without charge, an annual accounting of the Funds are pledged as additional security for the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the Funds and the Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless illender may Borrower and illender the secrow of the forest and spanically in the Lender of make such a charge Borrower and illender make such a charge Borrower and state agency (including Lender if Lender is such an institution) Lender shall apply the Funds to pay the escrow items. basis of current data and reasonable estimates of future escrow items.

one-twelfth of (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly feasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "eserow items." Lender may estimate the Funds due on the

Liviform Covenants. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest, Prepayment and Late Charges. Borrower shall prompily pay when due the principal of an interest on the debt evidenced by the Note and any prepayment and late charges due under the Note and any prepayment and late on the debt sum ("Funds") equal to be not to a written waiver by Lender; Borrower shall pay to Lender, on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to to Lender, on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to to Lender, on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to to Lender, on the Secondary of the Note is paid in full, a sum ("Funds") equal to the Note is paid in full, a sum ("Funds") equal to the Note is paid in full, a sum ("Funds") equal to the Note is paid in full, a sum ("Funds") equal to the Note is paid in full, a sum ("Funds") equal to the Note is paid in full, a sum ("Funds") equal to the Note is paid in full, a sum ("Funds") equal to the Note is paid in full, a sum ("Funds") equal to the Note is paid in full, a sum ("Funds") equal to the Note is paid in full, a sum ("Funds") equal to the Note is paid in full, a sum ("Funds") equal to the Note is payment and in full to the Note is pay

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(Assignment of Rents)

THIS 2-4 FAMILY RIDER is made this 11TH day of DECEMBER ... 19 85, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to UNITED SAVINGS OF AMERICA (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2029 NORTH KEYSTONE, CHICAGO, ILLINOIS 60639

13-34-232-010

- 2-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. 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 has agreed in writing to the change. Borrower shall comply with all laws, ordinarces, regulations and requirements of any governmental body applicable to the Property.
- B. 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.
- C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is recorded by Uniform Covenant 5.
 - D. "BORROWER'S KICHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in conjection 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 E, the word "lease" shall mean "sur lease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrow, inconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security in trument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for 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; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or emody of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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

By Signing Below. Borrower accepts and agrees to the terms and provisions contained in this 2-4 70n ily Rider.

JULYO ESTRADA

Sorrower

ZORATDA ESTRADA/HIS WIFE

(Seal)

Borrower

(Scal)

RECORD AND RETURN TO:

UNITED SAVINGS OF AMERICA 1300 EAST IRVING PARK ROAD STREAMWOOD, ILLINOIS 60103

ATTN: BARBARA LANE

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