# UNOFFICIAL CORY / S6409478

(Space Above This Line For Recording Data) -

#### MORTGAGE

185B(850511-7)

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 19 86 The mortisgor's CARLOS E. HEREDIA, SINGLE NEVER MARRIED AND DELIA E. RODRIGUES SINGLE MEYER MARRIED

("Borrower"). This Sect city Instrument is given to LAKE VIEW TRUST AND BAVINGS BANK

which is organized and skirling under the laws of THE STATE OF ILLINOIS

, and whose address is

3201 NORTH ASHLAND AVENUE CHICAGO, ILLINOIS 60657 Borrower owes Lender the principal sum of

("Lender").

SIXTY TWO THOUSAND SEVEN HUNDRED AND NO/100---

Dollar. (U.S. \$

62,700.00 ). 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 OCTOBER 2, 2016 paid earlier, due and payable on OCTOBER 1, 2016

This Security Instrument secures to Lender: (a) the repayment of the dept videnced 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 Boitor fer's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mort tage, crant and convey to Lender the following described property

located in

COOK

THE NORTH 16 2/3 FEET OF LOT 31 AND THE SOUTH 16 2/3 FEET OF LOT 32 IN KIMBELL'S SUBDIVISION OF THE WEST & OF LOTS 7 AND 8 IN KIMBELL'S SUBDIVISION OF THE EAST & OF THE SOUTHWEST & AND THE WEST & OF THE COLOR SOUTHEAST & OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ( EXCEPT 25 ACRES IN THE NORTHEAST CORNER ) N. Office

IN COOK COUNTY, ILLINOIS.

86-409<sub>478</sub>

which has the address of

2623 NORTH CENTRAL PARK

CHICAGO

(City)

Illinois

60647

("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 encumbrances of record.

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

MAIL

rm 3014 12/83

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

VMP MORTGAGE FORMS . 4131.782.4700 - (800) 821-7281

UNOFFICIA CHICYGO' ILLINOIS 3201 NORTH ASHLAND AVENUE LAKE VIEW TRUST AND SAVINGS BANK RECORD AND RETURN TO: CHICAGO, IL **LS909** PATRICIA M. CAMOVA PREPARED BY: My Commission expires: Given under my hand and official seal, set forth. AIEHT za inomunizni biaz offi borovilob bna bongia free and voluntary act, for the uses and purposes therein subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that T ISAR (a) thrown beadw (a) mercagements and or am or nwony yllanomeg. do hereby certify that EARLOS E. HEREDIA, SINGLE NEVER MARRIED AND DELIA E. RODRIGUEZ, a Notary Public in and 1st said county and state, County sa: STATE OF ILL INOIS, BOKIOMB (Scal) Borrower (Jass) NEVER MARRIED MEVER MARRIED HEREDIA/SINGLE By Signing Below, Borrower and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by a porrower and recorded with it. 🔲 Other(s) [specify] 🦳 Craduated Payme it Rider TabiM InamqolaveCt linU bennal¶ [] TəbiA nah əidataulbA 🛄 Condominium Rider Tabis viimen 1-2 List Instrument. [Chec. #plicable box(es)] this Security Hest ument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security 23, 10% re this Security Instrument. If one or more riders are executed by Borrower and recorded together with 22. Weiver of Homestend. Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower. Borrower shall pay any recordation costs 21. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the

breach of any covenant or agreement in this Security Instrument (but not prior to acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration under paragraphs 13 and 17—and the supplicable law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the default on or before the date specified in the notice may result in acceleration of the sums accured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reincate after acceleration and the right to remeate after acceleration and the right to assert in the foreclosure proceeding the noncext inform Borrower of the right to reince the default is not cured on or this statement of the right to remeate after acceleration and foreclosure. If the default is not cured on or this Security Instrument without further demand any foreclose this Security Instrument without further demand any foreclose this Security Instrument by indicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in the notice. Lender as it is option many foreclose this Security Instrument by indicial proceeding.

20. Lender in Proceeding. Upon acceleration under paragraph 19 or abandonment of the Property and at any time but not limited to, reasonable attorneys' fees and cours of this evidence.

20. Lender in Proceeding. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender to by judicially prior to the expiration of any period of redemption following judicial sale, Lender to by generation of any period of redemption following judicial sale, Lender to by generation of any period of redemption following judicial per and manage the Property and a say judicially appointed receivery shall be entitled to collect all expenses.

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 on settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is out iorized 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 Lettuer 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 tot Released; Forbearance By Lender Not a Walver. 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 gerate 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 relization 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 forbeurance 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 Boylin; 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 igreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the forms 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 security to the terms of this Security Instrument or the Note without that Borrower's consent.

If the loan secured by this Security Instrument is subject to a law which sets maximum loan 12. Loan Charges. 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: (2) ray such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) and same 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 under the Note.

If enactment or expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. 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 instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the stops specified in the second paragraph of

paragraph !

14. Notices. Any notice to Borrower provided for in this Security Instrument, call be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice 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 when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal any old 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 Instruction and the

Note are declared to be severable.

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

17. 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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requesting payment.

Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender this paragraph 7 shall become additional debt of Borrower secured by this 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

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take serious under this paragraph? Lender doze not take serious under this paragraph? Lender may take serious under this paragraph? Lender doze not take the notation and take serious under this paragraph? Lender doze not take serious under this paragraph? Lender the notation under this paragraph.

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

6. Preservation and Maintenance of Property; Lesseholds. Borrower shall not desiroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a lessehold, Borrower shall comply with the provisions of the lesse, and if Borrower sequires fee title to the Property, the lessehold and

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal until not extend or postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and or ceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the aums secured by this Security from damage to the arms accured by this Security and damage to the acquisition.

Unites Lender and borrower otherwise agree in writing, insurance proceeds a fall be applied to restoration or repair to the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to tine sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender than the insurance carrier has borrower abandons his Property, or does not answer within 30 days a notice from Lender than the insurance carrier than offered to settle a claim, then Lender may use the proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

All maurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requir s, Borrower shall promptly give to Lender all prompt motice to the inaurance all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the inaurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceed shall be applied to restoration or repair.

5. Hazard insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amburance currier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

receipts evidencing the payments.

Borrower shall promptly dischart e ary lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation recurred by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of the part of the Property; or (c) secures from the holder of the lien any part of agreement satisfactory to Lender aubordinating the lien or this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender determines that any part of notice identifying the lien. Borrower as a lien which may attain priority over this Security instrument, Lender may give Borrower a notice identifying the lien. Borrower ahall satisfy the lien or the actions set forth above within 10 days of the giving of notice.

Property which may attain prior to over this Security Instrument, and leaschold payments or ground rents, if any, Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender to be payments.

application as a creck a sainst the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 she il be applied: first, to late charges due under the Mote; accound to prepayment charges due under the Mote; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Chargest Liens. Dotrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any.

Upon payment in full of all sums secured by this Security Anstrument, Lender shall promptly refund to Borrower any Funds here by Lender, If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit seinst the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the dates of the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to 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 amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Unless the charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender may not charge for holding and applying the Funds analyzing. Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law Lender may agree in writing that interest shall be paid on the Funds. Unless and depits to the Funds. Lender applicable law partial give to be paid, be abaid to be read to be paid, and the Funds are secured by a process of the Funds and the Funds are to be paid, and the Funds are funds are pledged as additional security for the sums secured by this Security Instrument.

2, Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Mote, until the Mote is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold 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 "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

UNIFORM COVENANTS BOTTOWer and Lender covenant and agree as follows:

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#### ADDENDUM

185B(850511-7)

This ADDENDUM is made this 5TH day of SEPTEMBER 1986, and is incorporated into and shall be deemed to amend and supplement the Borrower's Note to

LAKE VIEW TRUST AND SAVINGS BANK (the "Lender") and the Mortgage dated of even date herewith given by the undersigned (the "Borrower") to secure the Borrower's Note to the Lender.

The Borrower acknowledges and understands that the Mortgage Loan evidenced by the Note has been made from funds obtained for public purposes through the sale of tax-exempt bonds by the City of Chicago, Illinois (the "City") pursuant to its Mortgage Purchase Program (the "Frogram"). The Borrower understands that any misstatements in the affidavit signed by the Borrower and/or the performance of certain other acts by the Borrower may cause the interest of the Bonds to be subject to federal income taxation, which would adversely affect the Program. In order to preserve the integrity of the Program, the Borrower covenants and agrees as follows:

- 1. Until notified to the contrary by the hereinafter defined Master Servicer the Borrover agrees to make all payments required by the Note and Mortgage to Universal Mortgage Corporation, P.O. Box 2082, 744 North Fourth (theet, Milwaukee, Wisconsin 53201 (the "Master Servicer") under a Master Servicing Agreement dated October 1, 1985 among the Master Servicer, the City and Continental Illinois Bank and Trust Company of Chicago, as Trustee.
- 2. To the extent otherwise permitted by law, the Note may be accelerated, and upon acceleration all sums due under the Note will become immediately due and payable in full, upon (a) any assumption of the Note and Mortgage, (b) any sale, rental, transfer or disposition of title to or possession of the Property or any interest therein, (c) any failure of the Borrower to occupy the Property as his principal residence, or (d) any failure of any agreement or statement of fact or intention in the affidavit executed by the Borrower to be true and correct.
- 3. The Borrower will notify the City, the Aster Servicer and the Trustee upon the happening of any of the events specified in Section 2 of this Addendum.
- 4. The provisions of this Addendum will govern in the case of a conflict with any provision of either the Note or the Murigage.

IN WITNESS WHEREOF, Borrower has executed this Addendum.

Borrower

CARLOS E. HEREDIA

Borrower

DELIA E. RODRIGUEZ

5TH SEPTEMBER , 19 86 THIS 1-4 FAMILY RIDER is made this day of 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 LAKE VIEW TRUST AND SAVINGS BANK (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2623 NORTH CENTRAL PARK, CHICAGO, ILLINOIS 60647
[Property Address]

- 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. 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, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. SUBOR IN ATE 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 recuired by Uniform Covenant 5.
  - D. "BORROWER'S GOHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LEESES. Upon Lender's request, 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 E, the word "lease" shell mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrower unconditionally 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 or the Security Instrument, 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 rrats 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) e ch tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to my 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 E

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 tight or remedy 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 notice 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.

y Klaer.	OW, Borrower accepts and agrees to the terms and provisions contained in .n.s. 1-4 Pamily	SIGNING I	BY
(Seal)	Y Poula E That		
·Borrower	CARLOS E. MEREDIA/SINGLE NEVER		
	M MARRIED C		
(See!)	Delia & Romania		
Borrower	DELIA E. RODRIGUEZ/BINGLE NEVER		
	MARRIED		
(Seal)			
-Borrower	•		
(Seal)			
Borrower			