

instrument was prepared MARGARETTEN & COMPANY INC.

MORTGAGE

625 NORTH CT. PALATINE ΙL

60087 THIS MORTGAGE ("Security Instrument") is given on 60104485 20th,

The mortgagor is HANCHUL KIM,

AND NANHEE KIM, , HIS WIFE

("Borrower"). This Security Instrument is given to MARGARETTEN & COMPANY, INC.

a corporation which is organized and existing under the laws of address is

and whose

One Ronson Rozd

Iselin, New Jarrey 08830

("Lender").

Borrower owes Lender the principal sum of

One Hundred Fifty Nine Thousand, Seven Hundred Fifty and 00/100159,750 00). This debt is evidenced by Borrower's note dated the same date as this Dollars (U.S. \$

Security Instrument ("Note"), which provider for monthly payments, with the full debt, if not paid earlier, due and payable September 1st, 2020 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all innewals, 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 County, Illinois:

mortgage, grant and convey to Lender the following described property located in COOK County, LOT 30 IN BLOCK 37 IN KAISER'S AND COMPANY'S PETERSON WOODS OF REAL ADDITION TO ARCADIA TERRACE IN THE SOUTHWEST 1/4 OF SECTION 1,

TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL

MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN# 13-01-310-003-0000

which has the address of N VIRGINIA AVE

CHICAGO, 60659

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 instrument covering real property.

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wledged that he, she, they signed and delivered the said natrument as his, her, their to be the same person(s) whose name(s) is(are) subscribed to the Oregoing instrument, appeared

Notary Public in and for said county and state, do her chy certify that

English tanggar kanalaga pang kalanggar

to the terms and covenants contained in this Security Instrument

Occupancy Riden

ments of this Security Instrument, as if the rider(s) were a part of this Security Instrument. its and agreements of each such rider shall be incorporated into and shall amend and supple-Borrower waives all right of homestead exemption in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and in-

terest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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 Note, until the Note 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.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (in-

cluding Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds? Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for 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 due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or testited 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 necessary to make up the deficiency in one or more payments as re-

Upon payment in full of ill sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 12 in 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 I ender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Ories: applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under

paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, at d l'aschold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in the manner, Borrower shall pay them on time directly toffhe person owell payrient, Borrower shall promptly furnish to Lender all notices of amo; its to be paid under this paragraph. If Borrower shall promptly furnish to Lender receipts evi lencing the payments.

Borrower shall promptly discharge any lien which its priority over this Security Instrument unless 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 faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the hour a agreement satisfactory to Lender subordinating the lien to 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 may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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 amounts and for the periods that Lender requires. It is a wrance carrier providing the insurance shall be chosen by Borrowship the control of the periods that Lender requires.

rower subject to Lender's approval which shall not be unreasonably withheld to lender and shall be acceptable to Lender and shall be acceptable to Lender and shall be acceptable to Lender and shall promptly give to Lender all receipts of paid premiums and renewal right to hold the policies and renewals. If Lender requires, 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 carrier and Lender, Lender may make proof of loss if not

made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be ar olled to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is 20 lessened. If the restoration or repair is not economically feasible of 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 Borrower abandons the exceptty, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collice the insurance 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 will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall no extend or postpone the due date of the monthly payments referred to in paragraphs 1 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 proceeds resulting from damage to the respective prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acculation.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substant ally change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall com sly with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender sate is to the merger in

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

Any amounts disbursed by Lender under 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 requesting payment.

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 appetitying reasonable cause for the inspection.

9. Condemnation. The proceeds of any symptom 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 protects 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

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tions the notice is delivered or mailed within which Borrower must ;", ..." sums secured by this Security Instrument. If Borrower

The notice to Borrower pitch as lot in this Security Instrument shall be given by delivering it or by mailing it by first class for the motice to Borrower pitch as the motice shall be directed to the Property Address or any other address borrower. A motice in this Security lines class mail to Lender's address stated herein or any other address borrower. A motice in this Security lines which shall be given by freely lines any provision or class of this Security lines which can be given effect without the conflicts with applicable law, such considered this security lines which can be given effect without the conflicts with applicable law, such considered the provision of class of this Security lines with applicable law, such considered the provision of this Security lines and of the longest and the longest and the longest of the Broperty or any interest in it is sold or the security lines and of this Security lines and of the longest and the longest and the longest considered the lines and of the longest and the longest lines are longest lines secured by this Security Instrument. However, this option, requires is delivered or mailed within which motice of account ly lines secured by this Security Instrument. However, the longest lines are lines and the longest lines are lines the longest lin

rower war, exceed permitted innits will be retuined to borrower. Lender may choose to make this retuind by reducing a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a problement unauthorism problement of applicable laws has the effect of rendering any provision of the treatment unauthorism contains to its terms. Lender, at its option, may require immediate payment in full of all its fearth to its fearth. Lender exercises this option, Lender exercises this option, Lender exercises this option, Lender exercises this of paragraph 17.

Specially instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender exercises this of paragraph 17.

Specially instrument and may invoke any remedies permitted by delivering it or by mailing it by first class and remaining it or invite second. Any notice is become, when the property of invite seconds are remained and reasonable and r

form secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is secured by this Security Instrument is subject to a law which sets maximum loan charges to ordine the permitted limit; and (b) any sums already one of the charge to the permitted limit; and (b) any sums already one of the charge to the permitted limit; and (b) any sums already one of the permitted limit; and (b) any sums already one of the permitted limit; and (c) any sums already one of the permitted limit; and (c) any sums already one of the permitted limit; and (c) any sums already one of the permitted limit; and (b) any sums already one of the permitted limit; and the permitted limit is already one of the permitted as a sum of the permitted per

partions with regard to the terms of this Security Instrument or the Note Abe sume sent to the sent of the sent of the learns of this Security Instrument or the More to co-situs this Security Instrument but does not execute the Note: (a) is co-situs ships security instrument but does not execute the Note: (a) is co-situs ships security in the Property under the Note: (a) is co-situs ships sh dening this Security h of their tro sercise; of any right or remedy.

I self-type of the covenants and sgreements of this Security Instrument and sorrower, subject to the provisions of paragraph IV. Borrower's covenants and sorrower's covenants of paragraph IV. Borrower's covenants and sorrower sovenants. pa eds Mened bon brist il

Tor Borrower's successors in interest. Any forbearance by Lender in exercising any right ranied by Lender to any successor in interest of Borrower shall not operate to release the proceedings against any successors in interest. Lender shall not be required to commence proceedings against any successors in interests modify amortization of the sums secured by this Security instrument by

the appears withing any application of proceeds to principal shall not extend or postpone the due on paragraphs I and 2 or change the amount of such payments.

The application of such amount of such payments.

pond to Lander within 30 days after the date the notice is given, Lender is surhorized to collect to resteration or repair of the Property or to the sums secured by this Security Instrument, tion by Lender to Borrower that the condemnor offers to make an award or set-

by the mount of the proceeds multiplied by the following fraction:

"Afthe mount of the fair market value of the Property immediately

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OCCUPANCY RIDER

50104485

THIS OCCUPANCY RIDER is made this 20th day of August, 1990, 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 MARGARETTEN & COMPANY, INC.

(the "Lender")

of the same date and covering the property described in the Security Instrument and located at: 5849 N'VIRGINIA AVE , CHICAGO , IL 60659

And Spiles

OCCUPANCY REPRESENTATIONS, WARRANTIES AND COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower further represents, warrants, acknowledges, covenants, and agrees as follows:

The loan (the "Lou") which I have obtained specifically requires that I occupy the property (the "Property") that I am purchasing (or reing meing) with the proceeds of this loan as my primary residence. I understand that the eligibility criteria for Loan approval including but not limited to the amount of the required down payment, could be materially different if I were to reside e sewhere and instead rent the Property to others as an investment. Accordingly, I will move into the Property within a reasonable period of time after loan settlement and continue to occupy the Property for a reasonable period of time thereaster. While the phrase "reasonable period of time" is not capable of precise measurement, it shall be construed to further the intentions of the Lender to make an "owner-occupant loan" and not an "investor loan." Lender specifically relied on this representation, warranty and covenant in determining to make the Loan to Borrower and selling such Loan in the secondary market. In the event Borrower shall fail to occupy the Property as aforesaid, then, in accordance with Paragraph 19 hereof, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument and pursue any other remedies permitted hereunder. Notwithstanding the foregoing, if the Federal Home Loan Mortgage Corporation ("FHLMC") buys all or some of the Lender's rights under this Security Instrument and Note, the promises and agreements in this Rider will no longer have any force or effect so long as FHLMC, or any of its successors an Vor assigns, holds those rights; provided, however, that in the event Lender repurchases all or any portion of the Loan from FF LMC, or any of its successors and/or assigns, the promises and agreements in this Rider will be reinstated and will or fully enforceable against Borrower by Lender.

BY SIGNING BELOW, Borrower accepts and agrees to the fer as and provisions contained in this Occupancy Rider.

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1-4 FAMILY RIDER Assignment of Rents

60104485

THIS 1-4 FAMILY RIDER is made this 20th day of August 1990 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 MARGAREITEN & COMPANY, INC., a corporation organized and existing under the laws of the state of New Jersey

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 5849 N VIRSINIA AVE , CHICAGO , IL 60659

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. 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 required by Uniform Covenant 5.

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 - D. "BORROWER'S RIGHT 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 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 lease, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Institute is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Leider 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 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 as 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.

MULTISTATE 1-4 FAMILY RIDER—FNMA/FHLMC

MAR-6015 Page 1 of 2 (Rev. 5/87)

Form 3170 10/85

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MULENTATES S-6 SAMILY RIDER—FUNDA/FHIMC MARCHIS Proges Set (Rev. 8/81) Referent bereiter: 2/80 per deck-rous (Rev. 7/80)

mitted by the Security Instrument.

Form 3170 10/85

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

C. CROSS-DETAULT PROVISION; Borrower's default of breach under any note of agreement in which Lender has an interest anal be a breach under the Security Instrument and Lender may invoke any of the remedies per-

of treast to Bostower. Hawever, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not core or waste any default or invalidate any other right or remedy of Lender. This sufferents of reats of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

Suspets find not be required to unter upon, take control of or maintain the Property before or after giving notice

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