90519639

prepared This instrument MARGARETTEN & COMANY INC 905 W 175TH ST HOMEWOOD IL

MORTGAGE

60430

62102621

THIS MORTGAGE ("Security Instrument") is given on October

19th. 1990

The mortgagor is

ALEJANDRA AVILA, MARRIED AND DONATO CASTRO SR, DIVORCED AND NOT SINCE REMARRIED DONATO CASTRO JR. BACHELOR AND DAISY MEDINA, SPINSTER

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

a corporation which is presnized and existing under the laws of the State of New Jersey address is

One Ronson Road

Iselin, New Jerser 08830

("Lender").

Borrower owes Lender the principal sum of

Seventy Thousand, and 00/100

). This debt is evidenced by Borrower's note dated the same date as this 70,000.00 Dollars (U.S. \$ Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable 2020 . This Security Instrument secures to Lender: (a) the repayment of the November 1st, 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 procest 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 cest ribed property located in COOK County, Illinois:

THE SOUTH 30 FEET OF THE NORTH 95 FEET OF THE WEST 1/2 OF LOT 47 IN CHICAGO TITLE AND TRUST COMPANY'S SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAS: 1/4 OF SECTION 13. TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NO. 19-13-212-015 Contsonico

5743 CALIFORNIA AVENUE, CHICAGO, ILLINOIS 10629

which has the address of

CALIFORNIA AVENUE 5743

60629 CHICAGO, IL

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.

ILLINOIS—SINGLE FAMILY—FNMA/FHLMC UNIFORM INSTRUMENT

HA COMMISSION EXP OCT 1,1994 NOTARY PLIBLIC STATE OF ILLINOIS MORBERT IN ULASSEK OURICIAL BEAL

My Commission expires:

16 90

Given under my hand and official seal, this 19th

free and voluntary act; for the uses and purposes therein set forth. before me this day in person, and acknowledged that he, she, they signed and delivered the said instrument as his, her, their personally known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared

> DONATO CASTRO JR, BACHELOR AND DAISY MEDINA, SPINSTER I, the Undersigned, a Minary Public in and for said county and state, do hereby certify that all Landar avila, a married and someto castro sr, divorced and hot since kendried

TOUNT CLORES OFFICE

STATE OF ILLINOIS,

and in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrumon

Occupancy Rider

-abis Viines b-1

the following Riders are attached:

ment the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrumen Security instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supple-23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this

22. Waiver of Homestead. 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.

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 of condited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items wher 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 all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph if 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 Cander, 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. Unless 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; Llens. Borrower shall pay at taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and easehold 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 pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Bor-

rower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which 'as priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner (cc ptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Leader'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 lier on 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. The hazards for which Lender requires insurance shall be chosen by Bor-

rower subject to Lender's approval which shall not be unreasonably withheld.

All insurance 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 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 applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is are essented. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect 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.

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 1 nder paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the incremy prior to the acquisition

shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply 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 (grees to the merger in

writing.

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 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

charge to Borrower. Borrower shall pay any recordation costs.

strument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without

pursuing, the temeures provinced in this paragraph 15, including, but not marked by responding the statement for the paragraph 15 or absolution of the Property and at any time prior to the expiration of any period of redemption following judicial safe, Lender (in person, by agent or by judicially 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 costs of management of the Property and collection of tents, including, but not limited to, receiver shall be applied first to payment of the costs of management of the sums secured by this Security Institution of the including the sums secured by this Security Institution.

notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-specified in the notice. I states at the option may require immediate payment in full of all sums secured by this Security Instrument without further defense in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in purities demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in purities are summediated in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

30. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiraagreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable to vovides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failute its care the default on or before the default in acceleration of the amount of this Security Instrument, forectoance by Judicial proceeding and sale of the Property. The notice shall further inform Borrower of the distribution and the sale of the property. The notice shall further inform Borrower of the default in acceleration of the days to select a stream stream after a property or the shall further inform Borrower of the days to select the agreement of the property.

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or

the case of acceleration under paragraphs 13 of 17. further notice of demand on Borrower.

18. Borrower's Bight to Reinstein. If Borrower meets certain conditions, Borrower's Bight to Reinstein to any time prior to the earlier of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such criter period as applicable law may specify for central element) before sale of the Property pursuant to any power of sale contained in this Security Instrument; of the Property pursuant to any power of sale contained in this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument. Those conditions are that Borrower: (b) cures any default of any other coverant and the Mote had no acceleration occurred; (b) cures any default of any other coverant and the Mote had no acceleration occurred; but not limited to, reasonably require to assure that the lien of this Security Instrument and the report of the Security Instrument and the sums reasonably require to assure that the lien of this Security Instrument and the report of this Security Instrument shall continue unchanged. Upon tenstatement by Borrower's this Security Instrument and the obligations secured by this Security Instrument shall continue unchanged. Upon tenstatement by Borrower's this right to pay obligations secured bereby shall remain fully effective as if no acceleration had occurred. However, this right to tenstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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 as the secured by this Security Instrument. However, this option, Lender shall be as selected at a secured by 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 ill sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any confidence by this Security Instrument without these sums prior to the expiration of this period, Lender may invoke any confidence by this Security Instrument without police provides and provide any confidence of the security Instrument without any police or demand on Borrower.

Dottower or Leader wasn given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal 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 which can be given effect without the conflicting provisions. To this shall be given one conformed on the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or Leantleist Interest in Borrower. It all or any part of the Property or Ray interest in Borrower is and Sorrower is not a natural person) without Lender's prior written transferred (or if a beneficial interest in Borrower is sold or transfer ed 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 consent. Lender may, at its option, require inmediate payment in full of all sums secured by this Security Instrument. However, this option

Borrower or Lender when given as provided in this paragraph. rower 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 Botrower. Any not ce provided for in this Security Instrument shall be deemed to have been given to

mail unless applicable law requires use of another n ethod. The notice shall be directed to the Property Address or any other address Borshall take the steps specified in the second har graph of paragraph 17.

14. Notices. Any notice to Bortower provided for in this Security instrument shall be given by delivering it or by mailing it by first class

Note or this Security Instrument unento ceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument, not may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender sums secured by this Security Instrument, not may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender

partial prepayment without any prej syment charge under the Note.

13. Legislation Affecting Lender's Lights, If enactment or expiration of applicable laws has the effect of rendering any provision of the

the principal owed under the riote of by making a direct payment to Bottower. If a refund reduces principal, the reduction will be treated as a then: (a) any such loan-chr. v. shall be reduced by the amount necessary to reduce the charge to the permitted limit; and loss amount necessary to reduce the charge to the permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing without that Borrow it's consent.

12. Loan Charges. It he loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that he loan exceed the permitted limits.

signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to the force of make any accommodations with regard to the terms of this Security Instrument or the Note without they species to the force. or temedy shall not be a waiver of or preclude the exercise of any right or temedy.

11. Successors and Assigns Bound; Joint and Several Liability: Co-signers. The covenants and agreements of this Security Instrument shall be dener in the successors and assigns of Lender and Bortower, subject to the provisions of paragraph IV. Bortower's covenants and account the hote: (a) is considered and several. Any Bortower who co-signs this Security Instrument but does not execute the Mote: (a) is considered and several. Any Bortower who co-signs this Security Instrument but does not execute the Mote: (a) is considered and several and agreements shall be joint and several. Any Bortower who co-signs this Security Instrument and additional and several and convey that Bortower's instructing the Property under the terms of this Security.

reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right cessor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by Unless the content and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the mouthly payments referred to in paragraphs I and 2 or change the amount of such payments.

10. Borrower Not Released; Forbeatance By Lender Not a Waiver. Extension 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, the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor, in interest, or settings in the sums secured by this Security Instrument by the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or settings in the sums secured by this Security Instrument by successors in interest.

whether or not then due

If the Property is abandoned by Botrower, or if, after notice by Lender to Botrower that the condemnor offers to make an award or sectle a claim for damages, Botrower 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,

before the taking. Any balance shall be paid to Borrower.

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



OCCUPANCY RIDER

62102621

October, 1990 day of THIS OCCUPANCY RIDER is made this 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: 5743 CALIFORNIA AVENUE , CHICAGO , 11 60629

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 "L(an") which I have obtained specifically requires that I occupy the property (the "Property") that I am purchasing (or refundacing) 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 ellewhere 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 thereafter. While the phrase "reasonable period of time" is not capable of precise measurement, it shall be construed to further the fatentions 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 secon lary 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 and or assigns, holds those rights; provided, however, that in the event Lender repurchases all or any portion of the Loan from IHLMC, or any of its successors and/or assigns, the promises and agreements in this Rider will be reinstated and will be rully enforceable against Borrower by Lender.

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

Property of Coot County Clerk's Office





1-4 FAMILY RIDER Assignment of Rents

52102621

October 990 19th day of THIS 1-4 FAMILY RIDER is made this 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 MARGARITTEN & COMPANY, INC., a componation 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: CALIFORNIA AVENUE , CHÍCÁGO , IL

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
 - 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 Lases in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Leader 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'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 14 FAMILY RIDER-FNMA/FHLMC

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

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(AR-6015 Page 2 of 2 (Rev. 5, 87)

ELTISTATE 1-4 FAMILY RIDER—FUMA/FHLMC

£8/01 0715 mro3

COOK COUNTY RECORDER 8E96TS-06-* 00: 7E: 11 69\45\01 TASS NANT DEFT-91 RECORDING

\$2.81**\$**

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-004 Collusia

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

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

mitted by the Security Instrument.

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