RECORD AND RETURN TO: CENTRUST MORTGAGE CORP

INOFFIC ALCOP!

350 SOUTHWEST 12TH AVENUE DEERFIELD BEACH, FLORIDA 33442



90132126

[Space Above This Line For Recording Data]

194718-0

#### **MORTGAGE**

	тнів мо	RTGAG' ("Security	Instrument") is	given on	MA	RCH 14					
9	90	. The mortge for is	STEPHEN C	. MEDRANO	AND :	LILIBETH	В.	MEDRANO	,	HIS	WIFE

("Borrower"). This Security Instrument is given to FIRST NATIONAL MORTGAGE EXCHANGE INCORPORATED, A DELAWARE CORPORATION OF MERLY KNOWN AS AYALA MORTGAGE CORPORATION

which is organized and existing under the laws of THE STATE OF DELAWARE 26 JOURNAL SQUARE, JERSEY CITY, NEW JERSEY 07306

, and whose address is

("Lender").

Borrower owes Lender the principal sum of O'AE HUNDRED SEVENTY THOUSAND TWO HUNDRED FIFTY AND 00/100-

This Security Instrument ("Note"), which provides for nonthly payments, with the full debt, if not paid earlier, due and payable on APRIL 01, 2020

This Security Instrument secures to Londer: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modification; (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 but not proved to Lender the following described property located in COOK

County, Illinois:

SEE ATTACHED LEGAL DESCRIPTION. PIN:14-06-115-(09

LOT 32 IN BLOCK 2 IN W.F. KAISER AND COMPANY'S 5TH ADDITION TO ARCADIA TERRACE, BEING A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD FRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

90132126

which has the address of

6033 NORTH CLAREMONT
(Street)

CHICAGO

(City)

Illinois

60659 (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 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

Form 3014 12/83

# UNOFFICIAL COPY

Property of Coof County Clark's Office

### UNIFORM COVENANTS. Bor Level and Logic Equation Cover and Incarco Stationarial COPY

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.

2. Funde for Toyes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day

2. Funds for Taxes and Insurance, subject to applicable law or to a written walver 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 leasohold 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 (including 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 the 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 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 where due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Londer. If under paragraph 19 the Property is sold or acquired by Lender, Londer 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 against the sums secured by this Security Instrument.

3. Application of Payments.

United applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: lirst, 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 set, to principal due.

Borrower shall pay an 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. 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 to the person owed payment. Borrower shall promptly furnish to Lender all no ices of amounts to be paid under this paragraph. If Borrower makes those payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which have price if your this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner receptable 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 lien an 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.

Borrower shall keep the improvements now existing or hereafter erected on the Property insured against less by fire, hazard Insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower 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 chandard 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 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 not lessered. 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 collection 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 Londer and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend a postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under prograph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property 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 Maintquance 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 agrees 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 \*p+1XLender required mortgage insurance as a condition of making two loan secured by this Security Instrument, Borrower shall pa 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. Londer 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 settle 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 Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums recured 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 amortization 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 Lound; 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) is co-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 extend, modify, Subject 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 interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced up the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted in its 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 up are 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 to ms 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 steps 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 notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Londer 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 felicy I 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 give reflect without the conflicting provision. To this end the provisions of this Security Instrument 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 percent, it is option, require immediate payment in full of all sums secured by this Security Institutent. 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 police 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 those 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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NON-UNIFORM COVENANTS

19. Acceleration; Remedies. Lender shall 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 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less that 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified 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 pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. 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 (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 rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Jury wer shall pay any recordation costs.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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greements of this Security in the	ment as il the rider(s) were	e a part of this:	security instrument. (C	meck applicable box(	us/)
Adjustable Rate R	iver	Condomin	ium Rider	1-4 Family Ri	ider
Graduated Payme	nt Rider	Planned U	nit Development Rider		
Other(s) [specify]					
BY SIGNING BELOW, Borrow secuted by Borrower and recorded		he terms and c			
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State of Illinois,	County of Cesa	<u>h</u> :	ss. I. th		90132126
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CENTRUST MORTGAGE CORPORATION 1251 N. PLUM GROVE RD ST 105 SCHAUMBURG, ILLINOIS 60173

#### **UNOFFICIAL COPY**

Property of Cook County Clerk's Office

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Notary Packa, State of InnonMy Commission I Space 1/80/13

## UNOFFICIAL, COPY 6

#### 1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 14TH day of MARCH , 19 90 , and is incorporated into and shall be deem
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 FIRST NATIONAL MORTGAGE EXCHANGE INCORPORATED , A DELAWARE CORPORATION
(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
6033 NORTH CLAREMONT, CHICAGO, ILLINOIS 60659
(PROPERTY ADDRESS)
1.4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Londer further
covenant and agree as follows:
THE OTHER CONTRACTOR AND TANGEN WITH A MILE PROPERTY AND THE PROPERTY OF THE P
A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations as
requirements of any governmental body applicable to the Property.
requirements of any governmental body approache to vice responsy.
B. SUBORDINATE LLEG. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument
be perfected against the Property without Lender's prior written permission.
C. RENT LOSS INSURANCE. Bor ower shall maintain insurance against rent loss in addition to the other hazards for which insuran
is required by Uniform Covenant 5.
D. "BORROWER'S RIGHT TO REINST AT F" DELETED. Uniform Covenant 18 is deleted.
D. Holdlow Mit D. Middle 1 of Maria 1.0. 12 Debits 1.0. 1.0. 1.0. 1.0. 1.0. 1.0. 1.0. 1.0
E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all securi
deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to medify, 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 "sublease" if the
Security Instrument is on a leasehold.
F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Londor all the rents and revenues of the Propert
Borrower authorizes Lender or Lender's agents to collect the rent; 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 at
Borrower. This assignment of rents constitutes an absolute assignment and rut an assignment for additional security only.
If Lender gives notice of breach to Borrower; (i) all rents received by Borrov er shall be held by Borrower as trustee for benefit of Lend
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 sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the sums secured by the Security Instrument; (iii) Lender shall be entitled to collect and receive all of the rents of the sums secured by the Security Instrument; (iii) Lender shall be entitled to collect and receive all of the rents of the sums secured by the Security Instrument; (iii) Lender shall be entitled to collect and receive all of the rents of the sums secured by the Security Instrument; (iii) Lender shall be entitled to collect and receive all of the rents of the sums secured by the Security Instrument; (iii) Lender shall be entitled to collect and receive all of the rents of the sums secured by the Security Instrument; (iii) Lender shall be entitled to collect and receive all of the rents of the sum of the sum of the sum of the security Instrument; (iii) Lender shall be entitled to collect and receive all of the rents of the sum of the sum of the security Instrument; (iii) Lender shall be entitled to collect and receive all of the security Instruments of the security Instrume
Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Londor or Lender's agent on Lender's written demand
Borrower has not executed any prior assignment of the ronts and has not and will not perform any act that would prevent Lender fro
exercising its rights under this paragraph F.
Lender shall not be required to enter upon, take control of or maintain the Property become of the giving notice of breach to Borrows
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 wai
any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secure
by the Security Instrument is paid in full.
G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in w. ic. 1 ander has an interest shall
a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Ricar.
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X Stephen C. Mediano (Soa
STEPHEN C MEDRANO BORROWE
SIEFREN C. PEDRANO
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Sea STATE OF
LILIBETH B. MEDRANO