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MORTGAGE

OCTOBER 15, 1991

THIS MORTGAGE ("Security Instrument") is given on 1991 OCT 15 by ROBERTA A. BOWEN, A SINGLE PERSON, the

Borrower ("Borrower"). This Security Instrument is given to FIRST NATIONAL BANK OF LAGRANGE,

which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is
620 WEST BURLINGTON AVENUE, LAGRANGE, IL 60525

(Lender). Borrower owes Lender the principal sum of THIRTY FIVE THOUSAND AND NO/100*****
35,000.00 Dollars (U.S. \$35,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 1, 2006. This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 1 to protect the security of this Security Instrument, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois.

LOT 11 IN BLOCK 3 IN PECK TERRACE A SUBDIVISION OF THE NORTH 760.9 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO THAT PART OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF OGDEN AVENUE AND EAST OF THE NORTH AND SOUTH CENTER LINES OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXTENDED FROM THE SOUTH IN COOK COUNTY, ILLINOIS.....

P.I.N. 18-05-202-021

which has the address of 116 BASSFORD Street

60525 Illinois ("Property Address")
(Zip Code)

LAGRANGE

ILLINOIS—Single Family—Fannie Mae Freddie Mac UNIFORM INSTRUMENT

Form 3014 9-90

PANERS SYSTEMS INC. ST. CLOUD MN 56302 (651) 204-1294 FAX (651) 204-1295

Prepared by and Please return to:

Jan M Murphy
First National Bank of LaGrange
620 West Burlington Avenue
LaGrange, Illinois 60525 Bank

BOX 15

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4. **Chattels:** Goods, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may from time to time be held by him and his descendants, heirs and successors.

3. Application of Payments. Unless otherwise agreed by the parties, all payments received by Lender under paragraphs 1 and 2 shall be applied first to any prepayment charges due under the Note, second to amounts payable under paragraphs 2 (d) and 2 (d)(ii) or interest due from period one and last to any late charges due under the Note.

subject to the provisions of this Security Instrument.

Upon payment in no more than twelve months, payments are deemed to have been made in full and a sale discontinued.

If the funds held by a fund manager exceed the amount permitted to be held by a platform operator, the manager shall return to the platform operator the excess funds.

earnings of the funds, however, and cannot fully offset its costs; moreover, there would still give to the power without charge, an annual additional amount of the funds was made. The Fund, as pledged to additional securities for all sums received by

The Funds shall be held in an account which depositors are issued by a federal agency, instrumentalities, or entities

1. **Principle of Preparation and Practice:** Preparation especially for the Note and practice under the direction of the teacher will be rewarded by the Note and any preparation and practice that goes under the Note.

This section discusses the potential consequences for health and non-human health concerns when humans

BORROWER'S COUNTERPARTS AND BORROWER'S IS IN TURNS ADVISED OF THE EXACT HEFTY CONVEYED AND HAS THE OPPORTUNITY TO INTERFERE; and will defend generally the title to the Property against all claims and demands, subject to any encumbrances or record.

To conclude with all the improvements now of benefit offered in the property, and all easements, appurtefances, and fixtures now or heretofore a part of the property. All representations and descriptions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".

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5. Hazard or Property 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, including floods or flooding, for which Lender requires 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 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 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 not 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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender or failed to provide Lender with any material information in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture or to enjoin 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, 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.

8. Mortgage Insurance. If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, or a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an attorney in fact or insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu

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12. *Execution of a Security Note*. If this security instrument shall be executed by a notary public or the Notary Public in which the property is located by the date due and the law of the state in which the property is located permits such an extension, the provisions of this security instrument and the Note are deemed to be observable.

14. **Services.** Any notice to the owner or lessor of record or to the lessee shall be given in writing and delivered to the address specified in the lease or to the address provided in this paragraph.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a loan which sets maximum loan charges, and this law is finally interpreted so that the interest of other loan charges offered or to be collected in connection with the loan exceed the permitted limits, then loan charges offered or to be collected in connection with the loan will be collected in accordance with the permitted limits, while loan charges offered or to be collected in connection with the loan which do not exceed the permitted limits, will be collected in accordance with the permitted limits.

12. Successors and Assigns Bound; Joint and Several Liability; Creditors. The co-owners and assignees of this Security instrument shall bind and benefit the successors and assigns of a creditor and borrower, subject to the provisions of paragraph 17. Borrower's creditors and assignees shall be joint and several. Any borrower who so signs this Security instrument but does not execute the Note (or) is to sign this Security instrument only to mortgage, sell and convey the same to another under the terms of this Security instrument or the Note without the borrower's consent.

11. Borrower Not Reclasse'd; Federated by Lender Not a Member. Extension of the time for payment or modification of amortization of the loans received by this Society instrument granted by Lender to any successor in interest of Borrower Not a Member shall not operate to release the liability of this Society instrument granted by Lender to any successor in interest of Borrower Not a Member to pay the debts of Borrower Not a Member.

Iless Leader and Governor of New Hampshire, and his application of proceeds to principal shall not exceed or

If the *Properties* is updated by the browser or by a third party, it's likely to break some of the vendor-specific CSS rules.

In the event of a total loss of the property, the proceeds shall be applied to the sums secured by this security.

With the first market value of the property immediately before the loss is suffered to a greater than the amount of the sums secured by this security immediately before the loss, unless Bontonnet and Landier otherwise agree in writing.

Within which the fair market value of the property immediately before the loss is suffered to a greater than the amount of the sums secured by the first market value of the property immediately before the loss, with any excess paid to Bontonnet, in the event of a partial loss of the property in instrument, whether or not then due, with any excess paid to Bontonnet, in the event of a partial loss of the property in the security, unless Bontonnet and Landier otherwise agree in writing.

The sums secured by this security instrument shall be applied to the sums secured by this security.

10. **Undeemedable.**—The proceeds of any asset or part of the property, or for services done in connection with the administration of any part of the property, or for services done in the law of administration, are hereby

9. **Inspection.** I certify to the receipt made before reasonable cause upon and inspection of the Property. Lesunder shall

of mortgage insurance, less service premiums may no longer be required; in the option of Lender, it may be necessary to provide premium funds in accordance with any written agreement between Borrower and Lender or applicable law.

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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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity known as the "Loan Servicer" that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law, and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and by other laws, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

Non-Existent Covenants. Borrower and Lender further covenant and agree as follows:

21. 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 paragraph 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 than 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

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

Form 3014 9-90 page 3 of 3

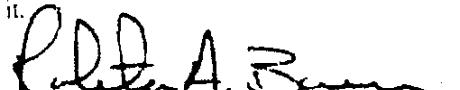
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24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input checked="" type="checkbox"/> 4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Others) (specify) | | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.


X **ROBERTA A. BOWEN** (Seal)
-Borrower

Social Security Number **555-31-0117**

..... (Seal)
-Borrower

Social Security Number

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS, **COOK** County ss:

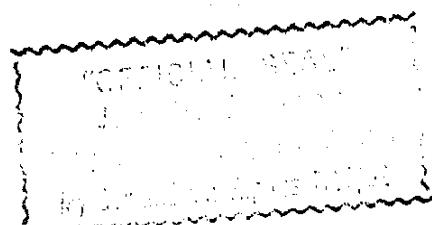
I, **JAN M. PEARSON**, a Notary Public in and for said county and state, certify that **ROBERTA A. BOWEN, A SINGLE PERSON**,

personally known to me to be the same person(s) whose names(s) **IS** subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **She** signed and delivered the instrument as **HER** free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this **1ST** day of **October**, **1991**.

My Commission expires:

X **JAN M. PEARSON** Notary Public



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1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 15TH day of OCTOBER, 1991,
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 **FIRST NATIONAL BANK OF LAGRANGE, ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA, 620 WEST BURLINGTON AVENUE, LAGRANGE, IL 60525**,
the "Lender" of the same date and covering the Property described in the Security Instrument and located at:
116 BASSFORD, LAGRANGE, IL 60525

(Present 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. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property".

B. 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.

C. 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.

D. 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.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 3 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. 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 leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

MULTISTATE 1-4 FAMILY RIDER—Fannie Mae Freddie Mac UNIFORM INSTRUMENT

Form 3170 990 (page 1 of 2 pages)

BANKERS SYSTEMS INC. ST. CLOUD MN 56302 • 800 397 2341; FORM 1-4 FAM R 2-1991

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Form 3170 880 - Page 2 of 2 pages

BANKERS SURVEY INC. 250 3rd Street, Newark, NJ 07102 • 973.992.0900 • 800.221.5747

Property of Cook County Sheriff's Office
X ROBERTA A. HOWEIN
(Seal)

BY SIGNING BELOW, Borrower agrees to the terms and provisions contained in this L-A Family Rider.

Security Instruments
Interest shall be charged under the Security Instrument and Lender may make any of the remedies permitted by the instrument.

L. CROSS-DEFALKT PROVISION
Borrower's default or breach under the Security Instrument of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

Judicially appointed receiver may do so at any time after a default occurs. Any application of Rents shall not cure or waive maximum the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a receiver, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or perform any act which would prevent Lender from exercising its rights under this paragraph.

Borrower agrees that Borrower has no exclusive any prior assignment of the Rents and has no and will not be liable to the Security Instrument pursuant to Uniform Covenants.

If the Rents of the Property are sufficient to cover the costs of taking control of and managing the Property and of showing as to the inadequacy of the Property as security.

Collecting the Rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument.

1. Cross-Defalcation Provision
If the Rents of the Property are insufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds expended by Lender for such purposes shall be entitled to have a receiver appointed receiver to account for only those Rents actually received, and (ii) Lender shall be entitled to have a receiver appointed receiver and then to the sums secured by the Security Instrument, (i) Lender, Lender's agents or any judicially appointed receiver, receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, receiver's fees, premiums on management and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on and otherwise, all Rents collected by Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (v) unless applicable law provides collect and receive all of the Rents of the Property; (ii) Borrower agrees that each tenant of the Property shall pay all Rents the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (iii) Lender shall be entitled to the benefit of Lender gives notice of breach to Borrower; (ii) all Rents received by Borrower as trustee for

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