

PREPARED BY:  
CINDY CHEN  
CHICAGO, IL 60616

# UNOFFICIAL COPY

LOAN #0109046

1161541

BOX 260

RECORD AND RETURN TO:

FIRST QUALITY MORTGAGE COMPANY  
222 WEST CERMACK-SUITE 304  
CHICAGO, ILLINOIS 60616

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 19, 1991 . The mortgagor is  
TAN TON  
AND CUC T. LE, HUSBAND AND WIFE

(\*Borrower"). This Security Instrument is given to  
FIRST QUALITY MORTGAGE COMPANY

. DEPT-01 RECORDING \$17.00  
. 1022227 TRAM /435 11/22/91 10:23:00  
. #2401-B \*-91-615641  
COOK COUNTY RECORDER

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose  
address is 222 WEST CERMACK-SUITE 304  
CHICAGO, ILLINOIS 60616 ("Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED TWO THOUSAND FOUR HUNDRED  
AND 00/100 Dollars (U.S. \$ 102,400.00 ).

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 DECEMBER 1, 2021 .  
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 7 to  
protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this  
Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following  
described property located in COOK County, Illinois:

LOT 7 IN BAIRD'S SUBDIVISION OF THE EAST 5 ACRES OF BLOCK 25 OF  
JACKSON'S SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 11, AND THE  
SOUTH WEST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF  
THE THIRD PRINCIPAL MERIDIAN, (EXCEPT STREETS THEREUPON  
DEDICATED), IN COOK COUNTY, ILLINOIS.

13-11-425-017-0000  
VOLUME 332

which has the address of 4838 NORTH ST. LOUIS, CHICAGO  
Illinois 60625 ("Property Address").

Street, City .

ILLINOIS Single Family Fannie Mae Freddie Mac UNIFORM INSTRUMENT  
Form 3014-900  
1000-1000-1000-1000

Page 1 of 1

DPS 1000  
Form 3014-900

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CTL

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BOX 260

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0001 2-2

11010 PAPER

4. Changes; Liens; Settlements shall pay all taxes, assessments, charges, fees and improvements other than those to the Property which may affect the Property over this County boundaries, and standard payments of ground rents, if any. Settlements shall pay to the Person owned by them provided in paragraph 2, or if no such person, Settlements shall pay them on terms already to be paid under this paragraph.

3. Application of Programs. Unless otherwise provided otherwise, all programs covered by [ ] under paragraph 2, shall be applied; first, to any preparatory changes done under the [ ]; second, to any changes done under the [ ].

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to Borrower any funds held by Lender under paragraph 21. Lender shall receive or hold the sum of \$2,000, prior to the satisfaction of the Property, shall apply any funds held by Lender at the time of acquisition of the 21, credits against the sum named by

For the excess Funds in accordance with the requirements of specific law, if the amount of the Funds held by Leader is any time is not sufficient to pay the Electron Lenses when due, Leader may do a self/ Borrowers in writing, and, in such case Borrower shall pay to Leader the amount necessary to make up the deficiency. Borrower shall make up the deficiency as no more than

2. Funds for Taxes and Liabilities. Subject to stipulated law or to a written waiver by Lender, Borrower shall pay to Lender on the day immediately preceding the Note, until the Note is paid in full, a sum ("Funds") [sic] (a) yearly taxes and assessments which may accrue property over this Security instrument as a loss on the Property; (b) yearly taxes and assessments which may accrue property over this Security instrument as a loss on the Property; (c) yearly taxes and assessments which may accrue property over this Security instrument as a loss on the Property; (d) yearly taxes and assessments which may accrue property over this Security instrument as a loss on the Property; (e) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of money damages; (f) any sums payable by Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of money damages; (g) any sums payable by Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of money damages; (h) any sums payable by Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of money damages; (i) any sums payable by Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of money damages; (j) any sums payable by Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of money damages; (k) any sums payable by Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of money damages; (l) any sums payable by Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of money damages; (m) any sums payable by Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of money damages; (n) any sums payable by Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of money damages; (o) any sums payable by Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of money damages; (p) any sums payable by Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of money damages; (q) any sums payable by Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of money damages; (r) any sums payable by Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of money damages; (s) any sums payable by Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of money damages; (t) any sums payable by Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of money damages; (u) any sums payable by Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of money damages; (v) any sums payable by Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of money damages; (w) any sums payable by Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of money damages; (x) any sums payable by Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of money damages; (y) any sums payable by Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of money damages; (z) any sums payable by Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of money damages.

1. Purpose of Principal and Interest: The principal and late charges, however shall provide for when due the

**UNIFORM COVENANTS.** Borrower and Lender covenants and agree as follows:

**THIS SECURITY INSTRUMENT** combines real estate and non-real estate conveyances with language by which the parties can combine a number of securities in one instrument covering real property.

**SECURITY COVNANTS** that Borrower is lawfully issued of the other bonds so arranged and has the right to mortgage  
and will defend generally the title to the Property against all claims and demands, subject to any encumbrance or record.

TOGETHER WITH THE INFORMATIONAL AND ORGANIZATIONAL SERVICES OF THE SOCIETY, THIS PROPERTY IS OWNED BY THE SOCIETY.

# UNOFFICIAL COPY

**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; Leasholds.** 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 11, 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 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.

**8. Mortgage Insurance.** 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 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, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage 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 of mortgage insurance. Loss reserve  
BPS 1001  
Form 3014 2/99

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7-1  
Form 3014-590  
Date \_\_\_\_\_  
Page \_\_\_\_\_ of \_\_\_\_\_

Form 3014-590  
Date \_\_\_\_\_

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

to be severable.

15. Governing Law; Severability. This Security Instrument shall be governed by the law of the State in which the Property is located. In the event that any provision of this Security Instrument or the Note which can be construed to conflict with the applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note are declared void.

16. Notice. Any notice to Borrower provided for in this Security Instrument shall be given to Leader or to Leader's address stated herein or any other address designated by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Leader when given or posted in the premises.

17. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by first class mail to any other address Borrower designates by notice to Leader. Any notice given by first class mail to

any other address shall be regular use of airmail method. The notice shall be directed to the Property Address

or by first class mail unless otherwise specified in the notice. Any notice provided for in this Security Instrument shall be given by delivery during business hours by delivery of the Note.

18. Change under the Note. If any amendment changes any provision of the Note, it is agreed that the Note will be reissued as a revised promissory note without any agreement to Borrower. If a revised note is given to Borrower, Leader may choose to make this revised note under his name or by making a direct

Borrower. Leader may choose to make this revised note by adding his personal name and under his name to the permanent title; and (b) any such loan charge shall be recorded by the court necessary to record the change to the permanent title; and (c) agrees that Leader and any other Lender or any other person will be liable to pay the same

loan charge if (a) any such loan charge shall be recorded by the court necessary to record the change to the permanent title, and that loan is finally interpreted so that the interest of other loans charges collected or to the collection in connection with the

19. Loan Changes. If the loan secured by this Security Instrument is subject to a bank which has assumed loan charges,

made any accommodations with regard to the terms of this Security Instrument or the Note to without the Borrower's consent.

20. Successors and Assigns. Joint and Several Liability; Creditors. The successors and assigns of this

Security Instrument shall bind and benefit the successors and assigns of Leader and Borrower, subject to the provisions of

21. Borrower Not Required; Payment Due By Leader Not a Writer. Extension of the time for payment of moneys due

of account or of the sum secured by this Security Instrument granted by Leader to any successor in interest of Borrower shall

not operate to release the liability of the original Borrower in interest. Leader shall not be required to

convey or assign any interest in the Property to another or to a third party. Leader shall not be required to

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17. Transfer of the Property or a Partial 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 in relation 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 herbicides, 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-UNIFORM 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 recordation costs.

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

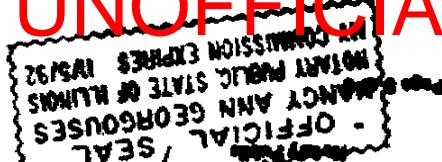
DPS 1003  
Form 3014-890

WITNESS: *C-T-L*

**UNOFFICIAL COPY**

Box 260

1001 340



Parliamentary Bureau to me to be the same person (and therefore the same man) as the Foreign Minister before  
THIS day in particular, and I am therefore glad that THEY agreed and informed the said information to THEIR  
Government, and that they have done so.

SOMMERY AND STATE OF HABEAS CORTELLY THAT  
TAN TON AND CUC T. L.B., HUSBAND AND WIFE

"A library page is good for school

County 38

STATE OF ILLINOIS, COOK

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2000-0000

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| <input type="checkbox"/>            | Adjustable Rate Rider | Conditional Rider | Planned Unit Development Rider | Rate Improvement Rider | Second Home Rider | V.A. Rider      |
| <input checked="" type="checkbox"/> | 1-6 Family Rider      | Exemption Rider   | Exemption Rider                | Exemption Rider        | Exemption Rider   | Exemption Rider |

Check for updates before you go.

22. HOURS IN THE SECURITY SERVICE. If one or more hours are accumulated by personnel and recorded together with the Security Bureau, the service and agreements of each such hour shall be incorporated into and shall stand and affectuate the convenants and agreements of the Security Bureau as if the individual were a part of the Security Bureau.

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## 1-4 FAMILY RIDER

### Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 19TH day of NOVEMBER 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 QUALITY MORTGAGE COMPANY

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

4838 NORTH ST. LOUIS, CHICAGO, ILLINOIS 60625

(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. 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, bathtubs, 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 18 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.

# UNOFFICIAL COPY

cool 100

**BOX 260**

**JOHNSON-** \_\_\_\_\_  
**WED** \_\_\_\_\_

**ANSWER** \_\_\_\_\_  
**ANSWER** \_\_\_\_\_  
**ANSWER** \_\_\_\_\_

CUC T. LB

**TAN TON**

BY SWIMMING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Agreement.

## **1. CROSS-DEFAULT PROVISIONS** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

Lander, or Lander's agents or a lawyer, may approach a receiver, claim not has a right to apply to another upon, take control of or maintain the Property before or after giving notice of default to debtors. However, Lander, or Lander's agents or a receiver, may do so at any time when a default occurs. Any application of funds that are not due or payable upon default or otherwise, may do so at any time when a default occurs. This application of funds shall terminate when all the sums secured by the Security instrument are paid in full.

Borrower represents and warrants that Borrower has not exceeded any prior assignment of the Rights and has not and will not perform any act that would prevent Lender from exercising its rights under this Agreement.

If the rights of the property are not exercised to cover all costs of removal, the owner may be liable for the removal expenses.

11 Landlord gives notice of breach to Borrower: (a) all Rights reserved by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums reserved by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the Rights of the Property; (c) Borrower agrees that each tenant of the Property shall pay all Rent due and unpaid to Lender or Lender's agents upon Lender's written demand to the Tenant; (d) Lender applies to Lender's account collected by Lender or Lender's agents upon Lender's written demand to the Tenant; (e) the collection of the Property and the application of the proceeds of the sale and receipt of the Rights of the Property shall be applied first to the costs of holding and managing the Property and collecting the Rent, including, but not limited to, attorney's fees, receiver's fees, reasonable compensation, reasonable costs, insurance premiums, taxes, assessments and other charges on the receiver's bonds, legal and maintenance costs, and reasonable compensation for services performed by the receiver, and thereafter to the sum reserved by the Security Instrument; (f) Lender, Lender's agents or any individual appointed to take possession of and manage the Property shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rights of the Property and collect the Rent and collect the sum reserved by the Security Instrument; and (g) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rights of the Property and collect the Rent and collect the sum reserved by the Security Instrument.