

PREPARED BY:
JOANNE L. SCHWARTZ
ROLLING MEADOWS, IL 60008

UNOFFICIAL COPY

6 J 3 0 1 7

91633017

RECORD AND RETURN TO:

FIRST RESIDENTIAL MORTGAGE, L.P.
1855 ROHLWING ROAD - SUITE E
ROLLING MEADOWS, ILLINOIS 60008-91-633017

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 22, 1991
GENARO ALVARADO
AND MARIA L. ALVARADO, HUSBAND AND WIFE

The mortgagor in

("Borrower"). This Security Instrument is given to
FIRST RESIDENTIAL MORTGAGE, L.P.

91633017

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 1855 ROHLWING ROAD - SUITE E
ROLLING MEADOWS, ILLINOIS 60008
RIGHTY THOUSAND
AND 00/100

(Lender). Borrower owes Lender the principal sum of

Dollars (U.S. \$ 80,000.00).

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 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 33 (EXCEPT THE WEST 19 FEET THEREOF) AND ALL OF LOT 34 IN BLOCK 8
IN LINDEN HEIGHTS, A SUBDIVISION OF THAT PART OF ORIGINAL BLOCK 6 OF
SOUTH WASHINGTON HEIGHTS SUBDIVISION LYING WEST OF VINCENNES AVENUE,
A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH,
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

25-30-128-030

19/R

which has the address of 2232 WEST 122ND STREET, BLUE ISLAND
Illinois 60406
Zip Code

Street, City,

("Property Address");

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

SMIL 10101

VMP MORTGAGE FORMS • 1313203-8100 • 18001821-1781

Page 1 of 8

DPS 1988
Form 3014 9/80
Initials G.A.

M.L.A

UNOFFICIAL COPY

M.L.A.

Form 3014 8/80
Page 2 of 2

Page 2 of 2

Form 3014 8/80

more of the actions set forth above within 10 days of the giving of notice. In Security Instrument, Lender may give Borrower a notice terminating the Note, Borrower shall notify the Lender or take other action to prevent the transfer of the Note; or (e) receives from the holder of the Note an agreement mutually to Lender's option operate to good faith the Note by, or deems a genuine enforcement of the Note in, legal proceedings which in the Lender's opinion violates the Note to prevent the writing to the payee of the payee of the obligation incurred by the Note in a manner acceptable to Lender; (b) commutes in full the Note by Borrower shall promptly discharge any lien which has priority over this Security Interest until Borrower: (a) agrees in

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipt evidence of the payments.

In the period owned payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under the paragraphs, those obligations in the manner provided in that manner, Borrower shall pay them on time directly which may attain priority over this Security Interest, and immediately payments of ground rents, if any, Borrower shall pay

d. Challenger Lender, Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property

which, to internet due; fourth, to principal due; and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any payment due under the Note; second, to amounts due under paragraphs 2;

which Security Interest.

of the Property, shall apply any Funds held by Lender at the time of acquisition of title to a third party under any Funds held by Lender, if, under paragraph 21, Lender shall acquire or sell the Property, Lender prior to the acquisition of title

Upon payment in full of all sums secured by this Security Interest, Lender shall promptly refund to Borrower any

unpaid payment, it Lender's sole discretion.

shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months, it Lender's sole discretion.

If the excess Funds in accordance with the regulations of applicable law, Lender is such case Borrower

for the Funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Borrower

to the Funds was made. The Funds are pledged as security for all sums secured by this Security Interest.

Lender may attach record of the Funds, showing credit and debt to the Funds and the purpose for which each without charge, and Lender may agree to write, however, that Lender may do so. Borrower is willing, and, in such case Borrower,

Borrower and Lender shall not be required to pay Borrower any interest or earnings on the Funds, Lender shall give to Borrower, applicable law requires Lender to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, and as applicable law provides otherwise, Lender an agreement to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender, unless Lender pays Borrower interest on the Funds and applying the Funds, usually analyzing the escrow account, or

escrow items. Lender may not charge Borrower interest on the Funds and applying the Funds, usually analyzing the escrow account, or including Lender, if Lender is such a situation) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the

The Funds shall be held in an institution whose deposits are insured by a federal agency, insurability, or safety

escrow items or otherwise in accordance with applicable law.

Lender may estimate the number of Funds due on the basis of current data and reasonable estimate of future

sets a lesser amount. If, no Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. (RESPA), unless another law that applies to the Funds

related mortgage held by Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally

the provision of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "escrow items," it any); (c) yearly mortgage insurance premiums, if any; and (d) any sum payable by Borrower to Lender, in accordance with

or ground rents on the Property, if any); (e) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may claim priority over this Security Interest as a lien on the Property; (b) yearly leasedhold premiums

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

protection of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principle and Interest. Borrower shall promptly pay when due the

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

Variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covante for national use and non-national covante with limited

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully holder of the title hereby conveyed and has the right to mortgage,

grant and convey the Property and that the Note is unencumbered, except for encumbrances of record. Borrower warrants

that all of the foregoing is referred to in this Security Interest as the "Property."

TOGETHER WITH all the improvements now or hereafter erected on the property, All replacements and additions shall also be covered by the Security

Instrument. All of the foregoing is part of the property. All replacements and additions shall also be covered by the Security

UNOFFICIAL COPY

payments may no longer be required, at the option of Lender, if mortgage insurance coverage is the amount and for the period that Lender requires) provided by an insurer approved by Lender, again becoming available and obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest 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.

12. Successors and Assigns Bound; 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, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. 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 by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits 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 under the Note.

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 Lender 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 federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect 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.

OPG 1000
Form 3014 8/00

Initials: G.A.
MLA

UNOFFICIAL COPY

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 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 recording costs.

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

OPB 1003
Form 3014 5/80

Initials G.A.
MLA

91633017

UNOFFICIAL COPY

DPS 1004

PAGE 8 OF 8

Kennedy

AL SEAL

My Commission Expires:

1991

Given under my hand and official seal, this 22nd day of November
Year and voluntary act, for the uses and purposes herein set forth.

me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR
personal property known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before

GENARO ALVARADO AND MARIA L. ALVARADO, HUSBAND AND WIFE
County and State do hereby certify that

I, Notary Public in and for said County of ILLINOIS, COOK

Borrower

(Signature)

Borrower

(Signature)

Borrower

(Signature)

Borrower

(Signature)

Witness

Witness

Witness

(Signature)

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

- Check applicable boxes(s)
- 1-6 Family Rider Conditional Rider Biweekly Payment Rider Monthly Payment Rider Biannual Payment Rider Semiannual Payment Rider Annual Payment Rider V.A. Rider Other(s) (Specify)
- Adjustable Rate Rider Fixed Rate Rider Planned Unit Development Rider Rate Impairment Rider Second Home Rider

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

UNOFFICIAL COPY

91633017

1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 22ND 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 RESIDENTIAL MORTGAGE, L.P. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

2232 WEST 122ND STREET, BLUE ISLAND, ILLINOIS 60406
(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, 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 improvements 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 household estate if the Security Instrument is on a household) 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 B.

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 G concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant G 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 "lessee" shall mean "sublessee" if the Security Instrument is on a household.

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.

91633017

UNOFFICIAL COPY

CPS 1089

-Borrower

(Signature)

-Borrower

(Signature)

MARIA L. ALVAREDO
Maria L. Alvarado
-Borrower

(Signature)

GENARO ALVAREDO
Genaro Alvarado
-Borrower

(Signature)

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

Security Instrument.

I, CROSS-DEFALKT PROVISION Borrower, in virtue of breach under the Security Instrument and Lender may invoke any of the remedies permitted by the instrument shall be a breach under the Security Instrument and Lender has authority to take any note or agreement in which Lender has

terminated when all the sums secured by the Security Instrument are paid in full unless any default or violation of any other right or remedy of Lender. This assignment of Rents of the Property shall immediately appointee receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or terminate the Property before or after notice of default to Borrower. However, Lender, or Lender's agents or a melitatin the Property before or after notice of default to Borrower, shall not be required to enter upon, take control of or Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or

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

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents and funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Government.

Without any showing as to the inadequacy of the Property as security, Borrower represents and warrants that the Property and manager the Property and collect the Rents and profits derived from the Property appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to collect the Rents and than to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judically appointed Property, and thereafter to the Rents and maintenance costs, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums and managing the Property and collecting the Rents, including the Rents collected by Lender, or Lender's agents shall be entitled to the Rents due and unpaid to Lender, or Lender's agents upon Lender's written demand to the Tenant; (vi) unless applicable law provides otherwise, all Rents collected by Lender, or Lender's agents shall be applied first to the costs of taking control of the Property and second to the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (vii) Borrower agrees that each Tenant of the Property shall pay all Rents due and payable to Lender, or Lender's agents upon Lender's written demand to the Tenant; (viii) Lender shall be entitled to offset and receive all of the Rents of the Property; (ix) Borrower agrees that each Tenant of the Property shall pay all Rents due and payable to Lender only, to be applied to the sums secured by the Security Instrument; (x) Lender shall be entitled for the benefit of Lender only, to be applied to the sums secured by the Security Instrument;