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J.	DEM EDUIN, IDDINOIS ONIS!

(Space Above This Line for Recording Date) MORTGAGE 123 September 12598 March 12598 M

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THIS MORTGAGE ("Security Instruments) is given on "APRIL' 4" " APRIL' 4" " APR SCHILTING, HUSBAND: AND WIFE the abbit to a ghorn a start and other may start and in we to brill the country of imports yet of importable and to tomorate the

("Borrower"). This courtry instrument is given to TRINITY" MORTGAGE COMPANY of the street of the contraction of the contraction

which is organized and existing under the laws of and whose address is 799 ROOSEVELT ROAD-BLDG"3" - "SUITE GLEN ELLYN, ILI INOIS 60137

Borrower owes Lender the process sum of ONE HUNDRED THIR Y FOUR THOUSAND AND NO/100

The transfer of the control of the property of the median consensation

Dollars (U.S. \$ 134,000.00). This debt is evidenced by Borrower's note dated the same date as this Security instrument ("Note"), which revides for monthly payments, with the full debt, if not paid earlier, due and payable MAV 1 2021

on MAY 1, 2021

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renew is extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the sourity 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 descriptions: property bested in county, illinois: COOK

LOT 11 IN BLOCK 44 IN WINSTON PAPK NORTHWEST UNIT 3, BEING A PART AND A PART OF THE PART O SUBDIVISION IN SECTION 13, TOWNSTIP 42 NORTH, RANGE 10; EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLITHOIS ON MAY 21, 1962 AS DOCUMENT 18,480,176, IN COOK COUNTY ILLINOIS COUNTY OF THE COOK COUNTY OF THE COOK OF

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which has the address of 1311 SANBORN'D DRIVE on the changes has received to the part the description of the control of the co

TOGETHER WITH all the improvements now or hereafter eracted on the property, and released in the language of the property and released in the property. All replacements and additions shall also be covered by this Security incrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, in the conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. trom damage to the respecty grow to the admistion shall past to become a ter-

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. PAYMENT of PRINCIPAL and INTEREST; PREPAYMENT and LATE CHARGES. Borrower shall promptly pay when due radiation to the presentation of were a few order to be conthe principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.... ters to the conjugate of programmer magnitude and magnitudes in region in requirements in a fifth of a technical

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Borrower(s) initials: MB-284 Rev. 10/89 14664

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Page 1 of 4 Page 1 Amended 5/87et Little vicines

2. FUNDS for TAXES and INSURANCE. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless. Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security instrument to pay the cost of an independent tax reporting service shall not be a charge for the purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, lither promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in (all) of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If all der paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the site of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit again. An account of the security Instrument.

3. APPLICATION of PAYMEN'S Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied. First, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under pragraph 2; fourth, to interest due; and last, to principal due.

4. CHARGES; LIENS. Borrower shall ay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Society Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligation in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Ear over shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligations secured by the firm in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this operatity instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the description instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or make of the actions set forth above within 10 days of the giving of notice.

Insured against loss by fire, hazards included within the term "extended cove age" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a partiard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give the Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give nompt notice to the insurance of description of loss if not made promptly by Borrower.

Configuration 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 point 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 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisiton shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. PRESERVATION and MAINTENANCE of PROPERTY; LEASEHOLDS: Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. PROTECTION of LENDER'S RIGHTS in the PROPERTY! MORTGAGE INSURANCE. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys! fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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Any amounts disbursed when this parigned that seem the parigned that seem the security instrument. Unless Borrower and Londor agree to other terms of payment, these smounts shall be interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Landar to Borrower requesting payment.

If Lendor required mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiums required to maintain the insurance the effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8: INSPECTION. Lander or its agent may make reasonable entities upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in fleu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or it, after notice by Lender to Borrower that the condemnor offers to make an award or sattle a claim for damages, Borrower tails to respond to Lender within 30 days after the date the notice is given, Lender is cut. rized 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 Bo rower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date or ne monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. BORROWER NOT he LISED; 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 exercising any right or remedy.

11. SUCCESSORS and ASSIGNS BOUND; JOH T and SEVERAL LIABILITY; CO-signers. The covenants and agreements of this Security Instrument shall bind and buren, the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenant of agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Not: (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 Instrumer (c) 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.

12. LOAN CHARGES. If the loan secured by this Security in trument 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 purition charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sum, a ready 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 reduce s principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. LEGISLATION AFFECTING LENDER'S RIGHTS. If enactment or expiration of applicable laws has the affect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. NOTICES. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice of Landon shall be given by Property Address or any other address Borrower designates by notice to Landon shall be given by first class mall 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.

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 soid 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 falls 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.

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Borrower(s) Initials 2

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18. BORROWER'S RIGHT HEINST TE.	Borrowsmine	is da tain cond	tions Borrows	I shall have the rigi	nt to have		
enforcement of this Security Instrument discont		ne prior to the	earlier of : (a)	5 days (or such oth	er period		
as applicable law may specify for reinstatement							
this Security Instrument; or (b) entry of a judgme	nt enforcing th	is Security Inst	rument Those	conditions are that I	Borrower:		
(a) pays Lender all sums which then would b							
occurred; (b) cures any default of any other of Security Instrument, including, but not limited							
reasonably require to assure that the lien of t				• • • •			
obligation to pay the sums secured by this Secur							
this Security Instrument and the obligations secu							
However, this right to reinstate shall not apply in							
NON-UNIFORM COVENANTS Borrow					·		
19. ACCELERATION; REMEDIES.	NDER SHALL C	SIVE NOTICE	TO BORROWER	R PRIOR TO ACCEL	ERATION		
FOLLOWING BORROWER'S BREACH OF ANY CONTO ACCELERATION UNDER PARAGRAPHS 13 A							
SHALL SPECIFY: (A) THE DEFAULT; (B) THE ACT							
DAYS FROM THE DATE THE NOTICE IS GIVEN I							
FAILURE TO CURE THE DEFAULT ON OR BEFORE	THE DATE SPE	CIFIED IN THE	NOTICE MAY R	RESULT IN ACCELER	ATION OF		
THE SUMS SECURED BY THIS SECURITY INST	RUMENT, FORE	CLOSURE BY	JUDICIAL PRO	CEEDING AND SALE	E OF THE		
PROPERTY. THE LOTICE SHALL FURTHER INFOF							
THE RIGHT TO ASSERT IN THE FORECLOSURE PE							
OF BORROWER TO ACCELERATION AND FORE SPECIFIED IN THE NOTICE LENDER AT ITS OPTI							
BY THIS SECURITY INSTRUMENT WITHOUT FUR							
JUDICIAL PROCEEDING. LETOTR SHALL BE ENTI							
PROVIDED IN THIS PARAGRAPH 19, INCLUDING,	BUT NOT LIMI	TED TO, REAS	ONABLE ATTO	RNEYS' FEES AND C	OSTS OF		
TITLE EVIDENCE.	na in id,	4. <u>195</u> 8	Service of				
20. LENDER in POSSESSION: Loon accelera							
prior to the expiration of any period or redem							
appointed receiver), shall be entitled to outer upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender, or the receiver shall be applied first to payment of							
the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on							
receiver's bonds and reasonable attorneys' fees,							
21. RELEASE. Upon payment of all sums	caramed by th	s Security ins	trument, Lende	er shall release this	Security		
Instrument without charge to Borrower. Borrower shall pay any recordation costs.							
22. WAIVER of HOMESTEAD, Borrower wai							
23. RIDERS to this SECURITY INSTRUMENT: with this Security Instrument, the covenants and				rrower and recorded			
and supplement the covenants and agreements							
Instrument. (Check applicable box(es))				·	-		
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Other(s) (specify)			10.				
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and the second s	+ +4 +15 10,0			National in testing to the			
BY SIGNING BELOW, Borrower accepts and ag in any rider(s) executed by Borrower and recorder		ns and covenar	nts contained r	i this Security instru	ment and		
In any macrist executed by borrower and recorder							
1 11.110		(a)	a . 4 A	-11/C			
Shim Schillen	(Seal)	(Waniel	a delak	1.001/	(Seal)		
STEVEN SCHILLING	-Borrower	PAMELA S	. SCHILL	ING	-Borrower		
(-1, -1, -1, -1, -1, -1, -1, -1, -1, -1,	(Seal)	$(x,A) = x + 2 \cdot (x + 2)$		0	(Seal)		
	-Borrower				-Borrower		
(Space	Below This Line Fo	n Acknowledgement	· ·)				
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State of Illinois, COOK		County ss					
1 the indusined				, a Notary Public	in and		
for said county and state, do hereby certi	fy that			, a restary registre	. ,,, a,,,		
STEVEN SCHILLING AND PAMELA S	S. SCHILL	ING, HUSE	BAND AND	WIFE			
The state of the s	an the Atlanta	toma (A), la travario	al talente di tatoli		· · · · ·		

personally known to me to be the same Person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

Notary Public

" OFFICIAL SEAL "
KAREN A. SHANER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/22/94

My Commission Expires:

Page 4 of 4

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1-4 FAMILY RIDER Assignment of Rents

This 1-4 FAMILY RIDER is made this 4TH day of APRIL ,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 TRINITY MORTGAGE COMPANY (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1311 SANBORN DRIVE, PALATINE, ILLINOIS 60067
(Property Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lander further covenant and agree as follows:

- A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zraing classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, requisitions and requirements of any governmental body applicable to the Property.
- B. SUBORDINATE LIE'15. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected regainst the Property without Lender's prior written permission.
- C. RENT LOSS INSURANCE Be rower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LEASES. Upon Lendo's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with cases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing lease, and to execute new leases, in Lender's solo discretion. As used in this paragraph E, the word "lease" shall mean "sublease" in he Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agent. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument. Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by approver shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument, (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property and it pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

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

G. CROSS-DEFAULT PROVISION. 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 reme despermitted by the Security Instrument.

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

Stan LLDL	•
PAMELA S. SCHILLING	(Sest
PAMELA S. SCHILLING	(Seal) Borrower
	(Seal) -Borrowei
	(Seal)

02-13-210-011

-Borrower

RECORD AND RETURN TO: TRINITY MORTGAGE COMPANY

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