This instrument was prepared

MORTGAGE

MARGARETTEN & COMPANY INC 625 NORTH CT PALATINE T!

60067

THIS MORTGAGE ("Security Instrument") is given on April

60902089 4th. 1991

The mortgagor is THOMAS DELGADO, AND JOVITA DELGADO, HIS WIFE

("Borrower"). This Security Instrument is given to MARGARETTEN & COMPANY, INC.

a corporation which is regarded and existing under the laws of the State of New Jersey

, and whose

address is One Ronson Road

Ismlin, New Jersey 28830

("Lender").

Borrower owes Lender the principal sun of

Seventy- Nine Thousand, and 00/100

). This debt is evidenced by Borrower's note dated the same date as this Dollars (U.S. \$ 79,000.00 Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on May 2021 . This Security Instrument secures to Lender: (a) the repayment of the 1st. debt evidenced by the Note, with interest, and ill renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to project 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 discibled property located incook County, Illinois:

LOT 4 IN JAMISON'S SUBDIVISION OF FLOCK 21 IN SIMON'S SUB-DIVISION OF THE SOUTHEAST 1/4 OF SECTION 35. TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 13-35-420-018-0000

-31-162406

DF -1-01 RECORDING
T#:222 TRAN 8094
191 # 19 34 -COUNTY RI \$18.29 T#!222 TRAN 8094 04/14/91 12:47:00 #161 # = -91-162406 COOK COUNTY RECORDER

which has the address of

1648 N KIMBALL AVE

CHICAGO, IL 50547

Property Address

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited 839 variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS—SINGLE FAMILY—FNMA/FHLMC UNIFORM INSTRUMENT

MAR-1205 (Rev. 7/87)

Form 3014 12/83

PALATINE, IL 60067 645 NORTH COURT, 3RD FLOOR MARGARETTEN & COMPANY, INC.

My Commission Eroites 2/25/95 Motery Public, State of Illinois OVER Y HYTE "OFFICIAL SEAL"

My Commission expires:

TO YED

477 Oiven under my hand and official seal, this

free and voluntary act, for the uses and purposes therein set forth. before me this day in person, and acknowledged that he, she, they signed and deliver at the said instrument as his, her, their personally known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared

AND JOVITA DELGADO, , HIS WIFE

I, the Undersigned, a Motary Public in and for said county and state, do hereby certify that TOUNT CLEAT'S OFFICE

STATE OF ILLINOIS,

1997TA 0ELEKOO, HI

and in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BRLOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument

Jebia YansquasO

1-4 Family Rider

the following Riders are attached:

ment the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supple-23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this

22. Walver of Homestead. Borrower waives all right of homestead exemption in the 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 the principal of and in

terest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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 (in cluding 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 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 excend the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower c. 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 Jue, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as re-

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph Is the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this

Security Instrument.

3. Application of Payments. Usles 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

paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay 3%, exes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, at d less schold payments or ground rents, if any. Borrower shall pay these obligations 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. Borrower 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 ev dencing the payments.

Borrower shall promptly discharge any lien which rus priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manny deseptable to Lender; (b) contests in good faith the lien by, or defends against enpayment of the ootigation secured by the hen in a manner of the lien or to be lien or for the lien or for feiture of any part of the Property; or (c) secures from the holder of the lien a cagreement satisfactory to Lender subordinating the lien or for this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now ex sting or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" 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 Bor-

rower 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 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 Arc perty, 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 no 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 acquisition

shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the eaglistion.

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 acres to the merger in

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

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the

premiumsupequired to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. 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 lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree

charge to Borrower. Borrower shall pay any recordation costs.

strument. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without

not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Inby Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of theilies, including, but by Lender or the receiver shall be applied first to pay the Security In-20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale. Lender (in person, by agent or by judicially appointed receiver) shall be entitled to entitled to entitle period of redemption following judicial sale. Lender (in person, by agent or by judicially appointed receiver) shall be entitled to entitle the property including those past due. Any rents collected enter upon, take possession of and manage the Property and to collect the front of the Property including those past due. Any rents collected enter upon, take

mostice shall further forcement on the solution secured by the security manual transmission of the contract of the right to reflected and the right to assert in the forcelosure proceeding the non-specified in the forcelosure of a defeate of a price of Borrower to acceleration and forcelosure. If the default is not curred on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums accured by this Security Instrument without further demand and may forcelose this Security instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in fully furtically instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the removed of the specifical processing the response for the contract of the evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiragiven 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 motion of the sums secured by this Security Instrument, foreclosure by judicial proceeding and take of the Property. The 19. Acceleration; Remedies. Lender shall give notice to Borrower private following Borrower's b. seach of any covenant or acceleration in the Security Instrument in the Security: (a) the actium of prior to acceleration under paragraphs 13 and 17 unites applicable in a revoldes otherwise). The notice is applicable in the date the notice is a seal of a security: (a) the action required to cure the default; (b) a date, not less than 30 days for the date the notice is a secular in the notice in Security: (a) the action required to cure the default on or helms the date mand in the notice is a secular in the notice.

NON-UNIPORM COVENANTS, Bortower and Lender further covenant and agree as follows:

fails to pay these sums prior to the expiration of this period, Leadet may invoke ally smedies permitted by this Security instrument on 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 executive instrument; or (b) entry of a judgment entransatement) before sale of the Property pursuant to any power of sale contained in this Security instrument; or (b) entry of a judgment entering this Security instrument. Those conditions are that the sale and the Rote and the Adole has a sale explained in enforcing it is Security instrument. Those conditions are that the least and the Rote of the Rote has a sale explained in enforcing it is Security instrument, because the same and the Rote has a sale and the case of acceleration under paragraphs 13 or 17.

days from the date the notice is delivered or mailed within which Borrower must and security bastrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any smedies permitted by this Security Instrument without

16. Borrower's Copy. Borrower shall be given one conformed only of the Note and of this Security finatument.

17. Transfer of the Property or a Beneficial Interest in Borrower. It all or may part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred by this Security Instrument. However, this option or equire immediate payment in full of all sums secured by this Security Instrument. However, this option are transferred by the detail are sold or the Security Instrument. However, this option is the content of the security Instrument. However, the sold of the security Instrument. It Borrower is the detail option. Lender shall give Borrower must as call such as solding a period of not less than 30.

It Lender exercises this option. Lender shall give Borrower must as courted by this Security Instrument. It Borrower days from the date the notice of must accured by this Security Instrument. It Borrower

Borrower or Lender when given as provided in this persecution in the determinant of the law of the jurisdiction in which the 15. Governing Law; Security Instrume, it is focused 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 Mote conflicts with applicable law, such conflict and the provisions of this Security Instrume, it is the Mote which can be given effect without the conflicting provision. To this and the provisions of this Security Instrument and the Mote are declared to be severable.

mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borraquet designates by motice to Borrower. Any notice needs for in this Security Instrument shall be deemed to have been given to Borrower in this needs to the following the designates by notice to Borrower. Any notice recovided for in this Security Instrument shall be deemed to have been given to Borrower.

Note or this Security Instrument and may invoke any temedies permitted by paragraph 19. If Lender exercises this option, Lender security Instrument and may invoke any temedies permitted by paragraph 19. If Lender exercises this option, Lender and take the steps specified in the second sample of paragraph of paragraph 17.

Id. Modices. Any notice to Borrower provice for in this Security Instrument shall be given by delivering it or by mailing it by first class it. Modices have notice to Borrower provices for in this Security Instrument shall be given by delivering it or by mailing it by first class it.

partial prepayment without any prepty-hent charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the the principal owed under the R ore or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a 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 exc. eded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits,

without that Borrower's consent.

12. Loss Charges, J. Lie loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law la Loss Charges, J. Lie loan exceed the permitted limits, rower may agree to are no. modify, forbest or make any accommodations with regard to the terms of this Security Instrument or the Note Instrument; (b) is not nersonally obligated to pay the sums secured by this Security instrument; and (c) agrees that Lender and any other Borsigning this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security 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 Mote: (a) is co-

reason of any demand made by the original Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy.

It Successors and easiers Bound; John and Several Liability: Co-signers. The covenants and agreements of this Security Instrument but lind sealing the successors and adversary and sections of least sealing the successors and accessors are all bind sections of least and accessors and accessors are accessors and accessors are accessors and accessors are accessors are accessors and accessors are accessors and accessors are accessors and accessors are accessors are accessors accessors are accessors and accessors are accessors and accessors are accessors accessors are accessors accessors accessors are accessors accessors and accessors are accessors and accessors accessors are accessors accessors accessors accessors are accessors Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due to fine and Borrower otherwise agree in writing, and 2 or change the amount of such payments.

19. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successors in interest of Borrower shall not operate to estate any successors in interest. Lender shall not be required to commence proceedings against any successor in interest or the sums secured by this Security instrument by continue to payment or the sums secured by the original Borrower or Borrower in interest. Lender shall not of the sums secured by this Security instrument by continue to return the original Borrower or Borrower or Borrower's successors in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security instrument by Lender in exercising any right cessor of any demand made by the original Borrower's successors in interest. Any forbestance by Lender in exercising any right

whether or not then due. tle 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,

(a) the foial amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.
If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settles a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is nits at comparing the condemnor offers to make an award or setin writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction:



OCCUPANCY RIDER

60902089

THIS OCCUPANCY 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 MARGARETTEN & COMPANY, INC.

(the "Lender")

of the same date and covering the property described in the Security Instrument and located at:

1648 N KIMBALL AVE , CHICAGO , IL 60647

OCCUPANCY REPRESENTATIONS, WARRANTIES AND COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower further represents, warrants, acknowledges, covenants, and agrees as follows:

The loan (the "Loar") which I have obtained specifically requires that I occupy the property (the "Property") that I am purchasing (or retional ag) with the proceeds of this loan as my primary residence. I understand that the eligibility criteria for Loan approval, including but not limited to the amount of the required down payment, could be materially different if I were to reside cosewhere and instead rent the Property to others as an investment. Accordingly, I will move into the Property within a reasonable period of time after loan settlement and continue to occupy the Property for a reasonable period of time therearce. While the phrase "reasonable period of time" is not capable of precise measurement, it shall be construed to further the intentions of the Lender to make an "owner-occupant loan" and not an "investor loan." Lender specifically relied on this representation, warranty and covenant in determining to make the Loan to Borrower and selling such Loan in the secondary market. In the event Borrower shall fail to occupy the Property as aforesaid, then, in accordance with Paragran 19 hereof, Lender at its option may require immediate payment in full of all sums secured by this Security Instrume... "of pursue any other remedies permitted hereunder. Notwithstanding the foregoing, if the Federal Home Loan Mortgage Corporation ("FHLMC") buys all or some of the Lender's rights under this Security Instrument and Note, the promises and agreements in this Rider will no longer have any force or effect so long as FHLMC, or any of its successors and/or assigns, holds those rights; provided, however, that in the event Lender repurchases all or any portion of the Loan from FLLMC, or any of its successors and/or assigns, the promises and agreements in this Rider will be reinstated and will be fightly enforceable against Borrower by Lender.

BY SIGNING BELOW, Borrower accepts and agrees to the erms and provisions contained in this Occupancy Rider.

X Thomas Delgado.

THOMAS DELGADO

JOVITA DELGADO

66462629

:38: .7: .q4

TARREST TO THE TRACE THE COMMENTS OF THE

Property of Cook County Clark's Office

1-4 FAMILY RIDER Assignment of Rents

50902089

THIS 1-4 FAMILY RIDER is made this

and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Beed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

MARGARETTEN & COMPANY, INC., a corporation organized and existing under the laws of the state of New Jersey

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

1648 N KINSALL AVE , CHICAGO , IL 60647

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. 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 2. I requirements of any governmental body applicable to the Property.
- B. 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.
- C. 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
 - D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. 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 eases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to 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 agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes as absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower 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 shall pay all rents due and unpaid to 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.

MULTISTATE 1-4 FAMILY RIDER—FNMA/FHLMC

MAR-6015 Page 1 of 2 (Rev. 5/87)

Replaces NA-947 (Rev., 2786) and MAR-6015 (Rev. 7786)

Form 3170 10/85

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MULTISTATE 1-4 FAMILY RIDER—FUMA/FHLMC Replect NACHOLAGE 2 of 2 (Rev. 5/87)

Rider.

mitted by the Security Instrument.

Property of County Clerks

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

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 remedies per-

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 tents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of tents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

Form 3170 10/85