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[Space Above This Line For Recording Data]	DEPT-01 RECORDING \$19. T#3333 TRAN 6056 07/24/91 13:29:00 #5249 + C #-91-369849 COOK COUNTY RECORDER
ISB # 0225/23	
MORTGAGE	
THIS MORTGACE "Security Instrument") is given onJULY.22.  19.91	ment is given to
WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 38 OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS	MONTH, RANGE 13, EAST
PERMANENT INDEX NUMBER: 19-12-325-047	TSOFFICE
which has the address of3024 W. 54TH PLACE.	,CHICAGQ,
Illinois	
TOGETHER WITH all the improvements now or hereafter erected on the pr and fixtures now or hereafter a part of the property. All replacements and addition Instrument. All of the foregoing is referred to in this Security Instrument as the	ons shall also be covered by this Security

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

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

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may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, 5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter exected on

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a)

the payments.

under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lendr receipts evidencing on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manne, 1 orrower shall pay them Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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

secured by this Security Instrument.

or sale of the Property, shall apply any Funds held by Lender at the time of arquisition or sale as a credit against the sums any Funds held by Lender. If, under paragraph 21, Lender shall acquire or rell the Property, Lender, prior to the acquisition Upon payment in full of all sums secured by this Security Tenument, Lender shall promptly refund to Borrower

no more than twelve monthly payments, at Lender's sole discretion Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at

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

for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security give to Borrower, without charge, an anneal accounting of the Funds, showing credits and debits to the Funds and the purpose on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings tax reporting service used by Lenderin connection with this loan, unless applicable law provides otherwise. Unless an agreement to make such a charge. However Lender may require Borrower to pay a one-time charge for an independent real estate account, or verifying the Escroy Hems, unless Lender pays Borrower interest on the Funds and applicable law permits Lender pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow (including Lender, if Lend it is such an institution) or in any Pedetal Home Loan Bank. Lender shall upply the Funds to The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law. amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and another law hat applies to the Funds sets a tesser amount. If so, Lender may, at any time, collect and hold Funds in an Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unfess amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Keal items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premums. These flood insurance premiums, if any; (c) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for:

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. I. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and

Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition.

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

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condermation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the 'alue of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien whic' has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under

this paragraph 7, Lender does not have to do so.

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

payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument. Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to se in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from at alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender as in becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in (ffect, 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.

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interest in it is sold or transferred (or it a beneficial interest in Borrower is sold or transferred and Borrower is not a natural 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any

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

are declared to be severable.

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the

an this paragraph.

provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender Loall be given by by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be liven by delivering it or

any prepayment charge under the Note. a direct payment to Borrower. If a refund reduces principal, the reduction will be treated a 22 natrial prepayment without be refunded to Borrower. Lender may choose to make this refund by reducing the principal oved under the Note or by making the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce

charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan

forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's sums secured by this Security Instrument; and (c) agrees that Lendel and any other Botrower may agree to extend, modify. Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the Instrument but does not execute the Mole: (a) is co-signing this decirity Instrument only to mortgage, grant and convey that of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security

this Security Instrument shall bind and benefit the success or and assigns of Lender and Borrower, subject to the provisions 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of

a waiver of or preclude the exercise of any right or temedy. Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original shall not be required to continence proceedings against any successor in interest or refuse to extend time for payment or of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender modification of amortization of the stant secuted by this Secutity Instrument granted by Lender to any successor in interest

11. Borrower Not Keir sed; Forbearance By Lender Not a Waiver. Extension of the time for payment or or postpone the due date of the monthly payments referred to in paragraphs. I and 2 or change the amount of such payments.

Unless Lender and Benower atherwise agree in writing, any application of proceeds to principal shall not extend

or to the sums secured by this Security Instrument, whether or not then due. is given, Lender is an interized to collect and apply the proceeds, at its option, either to restoration or repair of the Property

make an award or soule a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice

If the Propicty is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to vides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. mediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise prowhich the fair market value of the Property immediately before the taking is less than the amount of the sums secured imimmediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured whether or not then due, with any excess paid to Borrower, In the event of a partial taking of the Property in which the In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

and shall be paid to Lender. any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Inspection. Lender of its agent may make reasonable entries upon and inspections of the Property. Lender shall

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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 'Man Servicer'') that collects monthly payments due under the Note and this Security Instrument. There (known as the 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 and 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. Hazardov, S bstances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substance; 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 I ender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agine, 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,

As used in this paragraph 20, "Hazardou, 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 or attaining asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" mean, Cderal laws and laws of the jurisdiction where the Property is located that the health as followed an anticommental Law mean. that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lenger 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 speafy: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the none; is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the de'e pecified 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 acce eration 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 any 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 cores of title evidence.

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

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

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with this Security Instrument, the covenant	iment. If one or more riders are executed by and agreements of each such rider shall be sof this Security Instrument as if the rider(s) we	incorporated into and shall amend
Adjustable Rate Rider	Condominium Rider	1—4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
Balloon Rider	Rate Improvement Rider	Second Home Rider
Other(s) [specify]		
BY SIGNING BELOW, Borrower acc and in any rider(s) executed by Borrower a	epts and agrees to the terms and covenants co and recorded with it.	ntained in this Security Instrument
Witnesses:		
	_	dright (Seal) -Borrower
		30-46-9529(Seal)
O <sub>x</sub>		—Borrower
(	Social Security Number	— <b>D</b> 0110 <b>%</b> ()
[8	Spice Jalow This Line For Acknowledgment]	
STATE OF ILLINOIS,	COUNTY SS:	il
1, the undersigned	, a Notary Public in a	nd for said county and
state, do hereby certify that ALFRE	DO RODRIGUEZ, UNMARRIED NAN	
nereonalli	y known to me to be the same pe	rennis) whose name(s)
, personari	y known to me to be the same pe	Sour(2) whose italice(2)
subscribed to the foregoing instrument	ent, appeared before me this da	y in person, and
acknowledged that he sign	gned and delivered the said ins	trument as
<b>.</b>	-	CO
HIS free and volunta	ry act, for the uses and purpos	es therein set forth.
Given under my hand and officia	l seal, this day of	JULY , 19 91
My Commission Expires:	Synds Allowheas	(SEAL)
	Notary Public	
	,	
This Instrument was prepared by:  RECORD AND RETURN TO:  INVESTORS SAVINGS BANK, F.S.B.  200 EAST LAKE STREET	ASKI ASKI ASKI ASKI ASKI ASKI ASKI ASKI	
WAYZATA, MINNESOTA 55		Form 3014 \$/90 (page 6 of 6 pages)

# UNOFATION ARDERO P9Y8 4 9 Assignment of Rents

THIS 1-4 FAMILY RIDER is made this .22 day ofJULY	
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 "Borrowe INVESTORS SAVINGS BANK, F.S.B.	r'') to secure Borrower's Note to (the "Lender"
of the same date and covering the Property described in the Security Instrument an	d located at:
3024 W. 54TH PLACE, CHICAGO, ILLINOIS 60632	
[Property Address]	

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lendor 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 perposes 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, stores, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, sercens, blinds, shades curtains and curtain rods, attached micrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the Property."
- B. USE OF PROPERTY; COMPLIANCE WI''ll 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 rgainst rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
  - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise byter in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is defect. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.
- G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Linder shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole direction. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower; (i) an Rents received by Borrower shall be held by Borrower as trusteer for the 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; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) 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 and managing the Property and collecting the Rents, including, but not limited to, 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 then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

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 Rants any funds expended by Lender for such purposes shall become indebtedness of Borrower to

Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that 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.

Lender, at Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially application of Rents shall not cure or waive any left uit or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Institution are paid in full.

I. 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 permitted by the Security Instrument.

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

ALFREDO RODRIGUEZ

(Seal)....

....(Scal)

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