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FHA MORTGAGE

STATE OF ILLINOIS

FHA CASE NO.

131-6707300
703

This Mortgage ("Security Instrument") is given on JUNE 11TH, 1992
The Mortgagor is CARME DEL RIO , AND PATRICIA DEL RIO , HUSBAND AND
WIFE

whose address is 3333 WEST PIERCE AVENUE, CHICAGO, ILLINOIS 60647

(“Borrower”). This Security Instrument is given to
UNITED SAVINGS ASSN OF TEXAS FSB

which is organized and existing under the laws of UNITED STATES , and whose
address is 3200 SOUTHWEST FREEWAY , #2000, HOUSTON, TEXAS 77027

("Lender"). Borrower owes Lender the principal sum of
EIGHTY TWO THOUSAND TWO AND 00/100

Dollars (U.S. \$ ***82,002.00

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JULY 1ST, 2022. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 14 IN BLOCK 3 IN PIERCE'S HUMBOLDT PARK ADDITION, BEING A SUBDIVISION OF THE EAST HALF OF THE NORTH HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. P.I.N. #16-02-206-008

• DEPT-01 RECORDING \$35.00
• T22222 TRAN 661 06/12/92 11:50:00
• \$4704 & B ***92-421626
• COOK COUNTY RECORDER

TAX I.D. # 16-02-206-008
which has the address of 3333 WEST PIERCE AVENUE CHICAGO
[Street] [City]
Illinois 60647 ("Property Address");
(Zip Code)

35-00

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."

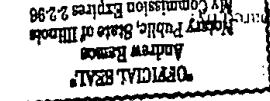
BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims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

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Page 4 of 4 pages

Schaeffer
Borrower
(Signature)

day of / /



1301 N. BASSWOOD, 4TH FLOOR
SCHAUMBURG, IL 60173

CINDY KRUTH

My Commission Expires
NOTARY PUBLIC
CINDY KRUTH
This instrument was prepared by
Notary Public State of Illinois
My Commission Expires 2/28/2023

Given under my hand and official seal, this // day of //

set forth.

signed and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes herein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged **THEIR**

, personally known to me to be the same persons (whose name(s)

do hereby certify that **JAYME DEL RIO**, **AND PATRICIA DEL RIO**, HUSBAND AND WIFE

, Notary Public in and for said county and state,

County ss:

1. THE UNDERSIGNED

STATE OF ILLINOIS, BERGEN

Borrower
(Seal)

Borrower
(

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payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within **8 MONTHS** from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to **8 MONTHS** from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time of 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 successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9.b. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

14. 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.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. 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 an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) 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; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall 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 16.

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 remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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7. Compensation. The proceeds of any award of claim for damage, direct or consequential, in connection with any condemnation or other taking of any part of the property, or for conveyance in place of condemned land, shall be paid to the person entitled to the same, and shall be paid to the lessee under the Note and this Security Instrument, first to any deficiency which may be left after payment of the amount due on the Note and this Security Instrument, last, under such proportion of the amount due as the lessee may have paid to the lessor under the Note and this Security Instrument, first to any deficiency which may be left after payment of the amount due on the Note and this Security Instrument, last, under such proportion of the amount due as the lessor may have paid to the lessee under the Note and this Security Instrument.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and all the expenses of collection, including attorney's fees, shall be paid by Borrower.

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6. Charges on Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all reasonable expenses incurred by Lender in the collection of any sums due hereunder.

be compelled to accept the terms of the leasehold interest as they appear in the instrument.

5. Occupancy, Preservation, Maintenance and Loan Application: In the event of the death of the Borrower or his/her spouse, the heirs or legatees shall have the right to occupy the Property for a period of one year from the date of death of the Borrower, unless the Security interest is sold or otherwise disposed of by the heirs or legatees. After the expiration of this period, the heirs or legatees shall have the right to sell the Property or to lease it to others for a period not exceeding sixty days after the execution of the Deed of Sale or Lease Agreement. The heirs or legatees shall be liable for all expenses of the Property as Borrower was liable before his/her death, including taxes, insurance premiums, maintenance, repairs, legal expenses, and other expenses of ownership. The heirs or legatees shall be liable for all expenses of the Property as Borrower was liable before his/her death, including taxes, insurance premiums, maintenance, repairs, legal expenses, and other expenses of ownership.

In consideration whereof the parties hereto have agreed as follows:

In the event of loss, Borrower shall give Lender notice promptly by Borrower. Each insurance company concerned is hereby authority directed to make payment for such loss directly to Lender, instead of to Borrower and Lender jointly. All or any part of the insurance proceeds may be applied by Lender, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, or (b) to the payment of expenses incurred in connection with the collection of such loss.

shall also issue all future authority appointments on the same principles, whether now in existence or subsequently created, against loss by fraud to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The instrument policies and any renewals shall be held by Lender and shall include less payable clauses in favor of, and in a form acceptable to Lender.

4. **Effect** to the charge, **before** the Note
Food and Other Expenditure, Borrower shall insure all improvements on the Property, whether now or in existence or subsequently erected, against any hazards, disasters, and contingencies, including fire, for which Lender now requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower

THEIR, to them or a due under the Note; **FORKETT**, to name (and) in of die principal of the Note;

SECOUND is a set of specialized assessments, leaseshold payments or ground rents, and fire, flood and other hazards.

3. Application of payments: All payments under Liabilities and 2 shall be applied by 100% to the most recently or to the monthly charge by the month in which the payment was made.

as a result, funds to Borrower, immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower will account shall be credited with any balance remaining for all installments for items (a), (b) and (c).

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all instruments for items (a), (b) and (c) and Lender shall promptly refund any premium installed in accordance with the terms of this instrument.

If at any time the total of the payments payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the future monthly payments for such items payable to Lender prior to the due dates of such items (a), (b) and (c), together with the future monthly payments for such items held by Lender for items (a), (b) and (c), together with the future monthly payments for subsequent payments by Borrower, at the option of Borrower, if the total of the payments made by Borrower for items (a), (b), or (c) is insufficient to pay the sum when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency or before the date the item becomes due.

Each monthly instalment for items (a), (b) and (c) shall equal one-twelfth of the annual amounts, as estimated by Lender, plus an amount sufficient to maintain an additional balloon payment of not more than one-sixth of the annual amounts, as estimated by Lender.

together with the periodical and interim set forth in the Note and any late charges, (b) leasehold payments or ground rents on the property, and (c) premiums for insurance required by the lessor.

1. Payment of Premiums. Interests and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
2. Alimony payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment

UNOFFICIAL COPY**FHA MULTISTATE ADJUSTABLE RATE RIDER**

THIS ADJUSTABLE RATE RIDER is made this **11TH** day of **JUNE, 1992** and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to

UNITED SAVINGS ASSN OF TEXAS FSB

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

3333 WEST PIERCE AVENUE, CHICAGO, ILLINOIS 60647

Property Address

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of **OCTOBER 1ST, 1993** and that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary. As used in this Rider, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. Lender will give Borrower notice of the new Index.

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of **TWO AND ONE-HALF** percentage points (**2.500%**) to the current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Paragraph (D) of this Rider, this rounded amount will be the new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate.

(E) Calculation of Payment Change

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

(F) Notice of Changes

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the change in monthly payment amount, and (viii) any other information which may be required by law from time to time.

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Page 2 of 2 pages

Property of Cook County Clerk's Office

BY SIGNING HEREIN, Borrower accepts and agrees to the terms and conditions contained in pages 1 and 2 of this
Adjustable Rate Rider
X *As in re dfr R20*

Adjustable Rate Rider
X *FBI Seal Del Rio*

(C) Effective Date of Changes
A new interest rate calculated in accordance with Paragraphs (C) and (D) of this Rider will become effective on the change date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by Paragraph (F) of this Rider. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with Paragraph (E) of this Rider for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with Paragraph (E) of this Rider decreased, but Lender failed to give timely notice of the decrease and Borrower has made any monthly payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower has the option to either (i) demand the return to Borrower of any excess payment, or (ii) request that any excess payment, with interest accrued thereon at the Note rate, be applied as payment of principal, or (iii) with interest accrued on the Note rate (a rate equal to the interest rate which should have been stated in a timely notice), or (iv) prepay the note to return any excess payment with interest accrued even if the Note is otherwise assignable before the demand for return is made.

BY SIGNING HEREIN, Borrower accepts and agrees to the terms and conditions contained in pages 1 and 2 of this
Adjustable Rate Rider
X *As in re dfr R20*

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I-4 FAMILY RIDER Assignment of Rents

THIS I-4 FAMILY RIDER is made this 11TH day of JUNE, 1992,
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

UNITED SAVINGS ASSN OF TEXAS FSB

(the "Lender")

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

3333 WEST PIERCE AVENUE, CHICAGO, ILLINOIS 60647

[Property Address]

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

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this I-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the

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Form 3170 9/90 (page 2 of 2 pages)

Borrower

(Seal)

Borrower

(Seal)

PATRICIA DEL RIO

TAMIE DEL RIO

Family Rider

(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 and 2 of this instrument.

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 or invalidation of the Security Instrument if the sum secured by the Security Instrument is paid in full. Any default or breach under this Agreement may be remedied by Lender. This assignment of Rents of the Property shall terminate when judgmentally appointed receiver, may do so at any time when a default occurs. Any appointment of Rents shall not cure or waive Lender's or 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

not perform any act that would prevent Lender from exercising its rights under this paragraph.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not

collecting the Rents and any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Law form Covenants.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of

showing as to the inadequacy of the Property as security.

To take possession of and manage the Property and collect the Rents and profits derived from the Property without any shall be liable to account for only those Rents actually received; and (a) Lender shall be entitled to have a receiver appointed and then to the sum secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, managing the Rents and collecting the Rents, including, but not limited to, attorney's fees, receivers' fees, premiums on otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (vi) unless applicable law provides collects and receive all of the Rents of the Property; (vii) Borrower agrees that each tenant of the Property shall pay all Rents the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (viii) Lender shall be entitled to 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.

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