

# UNOFFICIAL COPY

92583366

100  
101  
4124069 MZ

[Space Above This Line For Recording Date]

This instrument was prepared by:  
**MARGARETEN & COMPANY INC**  
625 NORTH CT. PALATINE, IL 60067

**MORTGAGE**

60108168

THIS MORTGAGE ("Security Instrument") is given on **July 29th, 1992**  
The mortgagor is **BO KYUNG KIM,**  
**JI HAE KIM, HIS WIFE**

("Borrower").

This Security Instrument is given to

**MARGARETEN & COMPANY, INC.**  
under the laws of the State of New Jersey, and whose address is  
One Ronson Road, Iselin, New Jersey 08830

which is organized and existing  
("Lender").

One Hundred Sixty-five Thousand, and 00/100 Dollars  
(U.S. \$ 165,000.00). This debt is evidenced by Borrower's note dated the same date as this Security  
Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable  
on **August 1st, 2007**. This Security Instrument secures to Lender: (a) the repayment of the debt  
evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other  
sums, with interest, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance  
of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby  
mortgage, grant and convey to Lender the following described property located in

**COOK** County, Illinois:

LOT 6 IN BLOCK 2 IN W.F. KAISER AND COMPANY FIFTH ADDITION TO  
ARCADIA TERRACE, BEING A SUBDIVISION OF THE EAST 1/2 OF THE  
WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION  
6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.  
PIN# 14-06-115-021-0000

DEPT-01 RECORDING \$33.50  
754444 TRAN 4364 08/06/92 15:01:00  
4809 # -92-583366  
COOK COUNTY RECORDER

92583366

which has the address of

**6042 N OAKLEY CHICAGO, IL 60659.**

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances,  
and 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  
variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the  
principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

33.5

# UNOFFICIAL COPY

Form 3014-9/90

MARGARETTEEN & COMPANY, INC.  
15 NORTH DRAFT, 3RD FLOOR  
PRAIRIE, ILLINOIS 60067

MAIL TO:

ILLINOIS-SURVEYOR'S STAMP-FINMA/THINIC UNIFORM INSTRUMENT

1992

ILLINOIS SURVEYOR'S STAMP-AUGUST 1992

1992

1992

NOTARY PUBLIC

1992

day of July

29th

My Commission expires:

OFFICIAL SEAL

STATE OF ILLINOIS  
NOTARY PUBLIC EXPIRES 4/10/95

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that  
before me this day in person, and acknowledge that he, she, they signed and delivered the said instrument as his, her, their  
personal property to me to be the same Person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared  
before me and acknowledged, for the uses and purposes herein set forth.

JI HAE KIM, HIS WIFE

BO KYUNG KIM,

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that

COOK

STATE OF ILLINOIS.

ss:

-Borrower

-Borrower

JI HAE KIM, HIS WIFE-Borrower

BO KYUNG KIM-Borrower

92583266

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

The following riders are attached:  
1-4 Payment Rider

Supplement 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  
supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this

# UNOFFICIAL COPY

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

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with Paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

92583366

# UNOFFICIAL COPY

Digitized by srujanika@gmail.com

18.01.2019 10:00:00

(16/9 '99) 9:30:1 2009 2009

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Proceeds. Unless (pp) liable to pay providers otherwise, all payments received by Lender under Paragraphs 1 and 2 shall be applied: first, to any prepayments; second, to amounts payable under Paragraphs 2, third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Changes; Lender. Borrower shall pay all taxes assessments, charges, fines and impositions attributable to the Property which may accrue during the term of this Security Instrument, and leasehold payments of ground rents, if any. Borrower shall pay these debts in the manner provided in Paragraph 1, or if not paid in that manner, Borrower shall pay them on time when demands are made.

5. Default. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payment to the Person named in the instrument provided. Borrower shall furnish to Lender all notices of amounts due under this agreement to the Person named in the instrument provided.

The Funds shall be held in an institution whose deposits are insured by a central agency, instrumentality, or entity engaged in the business of banking, trust, or insurance, unless otherwise provided in the application.

(including Lender, if Lender is such an institution) Home Loan Bank, Lender shall apply the Funds to pay the Escrow Items, Lender may not charge Borrower for holding and applying the Escrow Items to pay or withdraw the Funds, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law prohibits Lender from doing so or if applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest other than the interest each debtor to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security.

Borrower, with whom accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debt to the Funds was made, Lender shall give to the Funds on the date of payment of the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall make any payment to Lender held by Lender under Article 9 of the Uniform Commercial Code, or the equivalent law of the state where the Funds are held, to the extent permitted by law, if the Funds held by Lender shall exceed the amounts permitted to be held by Lender under the applicable law, Lender shall account to Borrower for the excess Funds held by Lender with the requirements of applicable law, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no

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") for: (a) yearly taxes and assessments which may attach priority over this Security instrument as a lien on the Property; (b) yearly leasehold rents on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, according with the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Fees and Taxes". Under any, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law applies to the Funds held by Lender. At any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of lesser amount. If so, Lender may, collect and hold Funds in an amount not to exceed the amount that applies to the Funds held by Lender.

# UNOFFICIAL COPY

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceeds the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any sum already collected from Borrower which exceeds the permitted limits, less the amount necessary to reduce the charge to the permitted limits, will be refunded to Borrower. Under this provision, if a refund reduces principal owed under the Note or by making a direct payment to Borrower, Lender may choose to make this refund by reducing the principal owed under the Note without any prepayment charge under the Note.

12. Successors and Assignees 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 this instrument.

Unless Lessee and Borrower otherwise agree in writing, any applicable principal amount of such payments, postpones the due date of the date of the monthly payments referred to in Paragraphs 1 and 2 or changing the amount of such payments.

11. Borrower Not Responsible; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of Lender to pay the sums so secured by this Security Instrument.

12. Borrower's Successors and Assignees. Any successor in interest of Borrower or Lender shall not be liable for any debt or obligation of Borrower arising under this Security Agreement.

In the event of a total loss of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower, in the event of a partial taking of the Property in which the further market value of the Property immediately before the taking, in the equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the total amount of the sums secured immediately before the taking, (a) the fair market value of the Property immediately before the taking, (b) the fair market value of the Property immediately before the taking, Any balance shall be paid to Borrower, in the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, or unless Borrower fails to respond to Lender's notice to repair the damage, or if the notice is given, an award of damages, or if, after notice by Lender to Borrower 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 sale of the Property, whichever is better suited to the purpose, and the net proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned

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.

7. Protection of Lemder's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or fails to pay any sums secured by a lien which has priority over this Security Instrument, Lemder's rights in the Property, Lemder's actions may be taken under this Paragraph, and Lemder does not have to do so.

After the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld or refused except under circumstances set forth in paragraph 10, Borrower's consent to extend the term of the Note or to modify the terms of the Note in any manner shall not be beyond one year from the date of occupancy, unless Lender consents to such extension or modification in writing, which consent shall not be unreasonably withheld or refused except under circumstances set forth in paragraph 10.

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

92583366

# UNOFFICIAL COPY

60108168

## 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 29th day of July 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 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:  
6042 N OAKLEY, CHICAGO, IL 60659

Property Address

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

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this 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 1-4 Family Rider and the Security Instrument as the "Property."

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

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

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

99338252

# UNOFFICIAL COPY

92583366

JI HAE KIM

X

BO KYUNG KIM

X

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

by the Security Instrument.

I, CROSS-DEFAULT PROVISION. Borrower, a default or breach under the Security Instrument and Lender may invoke any of the remedies permitted hereunder shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted

or waive any default or invalidity or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or Lender, or Lender's agents or Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of

and will 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 to Lender secured by the Rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower

and of collecting the Rents, if the Rents are not sufficient to cover the costs of taking control of and managing the Property

If the Rents of the Property are not sufficient to cover the costs of taking control of the Rents and profits derived from the Property without any act as to the inadequacy of the Property as security.

appended to take possession of and manage the Property and collect the Rents and profits derived from the Property received therefrom, be liable to account for only those Rents actually received; and (v) Lender shall be entitled to have a receiver appointed to the sums secured by the Security Instrument; (vi) Lender, Lender's agents or any judicially appointed

Property, and due to the receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the

of and managing the Property and collecting Rents, including, but not limited to, attorney's fees, receiver's fees, premiums

law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control

all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay

for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled

If Lender gives notice of breach to Borrower; (i) all Rents received by Borrower shall be held by Borrower as trustee

This assignment of Rents constitutes an absolute assignment and not an assignment for addition security only.

Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent.

shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Paragraph 21 of the Security

the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower

regardless of to whom the Rents are payable. Borrower authorizes Lender or Lender's agents to collect

the Rents, and recordable assignments and transfers to Lender all the rents and revenues ("Rents") of the Property,

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower