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PREPARED BY:  
FLORENCE FRANCO  
CHICAGO, IL 60603

UNOFFICIAL COPY

92585549

RECORD AND RETURN TO: **CITIBANK, FEDERAL SAVINGS BANK**  
~~ATTN: Quality Assurance Dept.~~ 800 Madison, Chicago, IL 60602  
**359**

(Space Above This Line For Recording Data)

## MORTGAGE

010080045

THIS MORTGAGE ("Security Instrument") is given on AUGUST 7, 1992. The mortgagor is FLORENTINO GONZALEZ AND LUCILA GONZALEZ, HIS WIFE AND MANUEL GODINES AND ROSA M. GODINES, HIS WIFE.

"Borrower". This Security Instrument is given to CITIBANK, FEDERAL SAVINGS BANK, which is organized and existing under the laws of UNITED STATES OF AMERICA, and whose address is 1 SOUTH DEARBORN, CHICAGO, ILLINOIS 60603 ("Lender"). Borrower owes Lender the principal sum of SIXTY (THOUSAND) AND 00/100

Dollars (U.S. \$ 60,000.00). 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 SEPTEMBER 1, 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 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 24 IN BLOCK 5 IN COBE AND MCKINNON'S "63RD STREET AND CALIFORNIA AVENUE SUBDIVISION" OF THE WEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1992 AUG 7 PM 12:21

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19-13-408-012

which has the address of 6049 SOUTH CALIFORNIA AVENUE

CHICAGO, Illinois 60629 (City) (Zip Code)

TOGETHER WITH all the improvements 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 seized of the title to the Property 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.

ILLINOIS - Single Family  
MB-204 Rev. 7/91 14064



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

**6. HAZARD OF PROPERTY INSURANCE.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance, including floods or flooding, whether or not identified or existing at the time the loan is made. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph 7.

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.

Insurance proceeds shall be applied to restoration or repair of the Property damaged if, in Lender's sole determination, the restoration or repair is economically feasible and Lender's security is not impaired. If the restoration or repair is not economically feasible or Lender's security would be lost, 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 required 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 impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture 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 at its expense, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling 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 default 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 not 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 condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and paying fees for periodic inspections of the Property. In addition to these actions Lender may enter on the Property to make repairs, change locks, replace or board-up doors and windows, drain pipes, eliminate building code violations or dangerous conditions, turn utilities on or off, or undertake whatever else is necessary to protect the value of the Property and Lender's rights in the Property. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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Instrument of the Note without that Borrower's consent.

Borrower may agree to extend, modify, forgive or make any accommodation with regard to the terms of this Guaranty personally obligated to pay the sums secured by this Security Instrument and (a) agree that Lender and any other mortgagor, grant and convey that Borrower's interest in this Property under the terms of this Security Instrument; (b) to not co-sign this Security Instrument but does not affect the Note; (c) to co-signing this Security Instrument only to co-sign the provisions of paragraph 17, Borrower's covariant and assignments shall be joint and several. Any Borrower who agrees to the provisions of this Security Instrument shall bind and obligate him/herself to the security interests of Lender and Borrower, except that Lender and Borrower shall have the same rights and obligations under this Security Instrument as if they were joint and several.

12. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The co-ventures and agreements of any of Borrower's or Lender's successors under this Security Instrument or the Note.

Lender's rights or remedies under this Security Instrument or the Note.

(iii) affect Lender's rights to prohibit or restrict future modifications requested by Borrower; or (iv) affect Proprietary (ii) act as a substitute, release or novation; (iii) change or amend Lender's security interest or loan priority in the Note; (v) affect any of Borrower's or Lender's rights or responsibilities under this Security Instrument or the Note which shall not be a waiver of or preclude the exercise of any right or remedy.

by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy payment or otherwise modify amortization of the sums secured by this Security Instrument by Lender in any demand made under shall not be regarded to commence proceedings against any successor in interest or cause to extend time for payment of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Interest of Borrower shall not be affected to release the liability of the original Borrower to any successor in modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in payment of principal shall not exceed the amount of such payments.

11. BORROWER NOT RELEASED; FORBEARING NOTE A WAIVER. Extension of the time for payment of

principal to the due date of the monthly payments referred to in paragraphs 1 and 2 of clause the amount of such payments unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or pop-upone the due date of the monthly payments referred to in paragraphs 1 and 2 of clause the amount of such payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law provides otherwise than the fair market value of the property immediately before the taking is less than the amount of the payment of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of a partial taking following fraction: (a) the total amount of the sum, secured immediately before the taking, divided by (b) the fair market value of the sum, secured by this Security Instrument, after deducting by the amount of the proceeds multipled by the sum.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the payment of the Property, the proceeds shall be applied to the sums secured by this Security Instrument or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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 give Borrower notice at the time of or prior to an inspection specially reasonable cause for the inspection.

9. INSPECTION. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall agree to pay the costs of application of applicable law.

the insurance coverage paid to Borrower and Lender in effect. Lender will accept, at the option of Lender, if the insurance coverage paid to Borrower and Lender is not available, from an alternate mortgagor Lender shall provide to Borrower an insurance policy for the term of the mortgage instrument for mortgagage insurance ends in accordance with any written agreement, or to provide a loss reserve, until the requirement for mortgagage insurance ends in accordance with any written agreement becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgagage insurance Lender again becomes eligible in the amount and for the period that Lender requires. Provided by an insurer approved by mortgagage insurance coverage in the amount and for the period that Lender requires, at the option of Lender, if it reserves in lieu of mortgagage insurance. Lender reserves payments may no longer be required, at the option of Lender, if the insurance coverage lapses or ceases to be in effect. Lender will accept, at the option of Lender, these payments as a loss under each month a sum equal to one-twelfth of the yearly mortgagage insurance premium being paid by Borrower when insurer approved by Lender. If substantiality equally to Borrower of the mortgage insurance previously in effect, from a cost substantially equivalent to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, Lender shall pay the insurance coverage insurance coverage is not available, Borrower shall pay to Lender agreed to the cost to Borrower of the mortgage insurance previously in effect, from a cost substantially equivalent to obtain coverage substantially equivalent to the mortgage insurance previously in effect, Lender shall pay to the insurance coverage insurance coverage is not available, Borrower shall pay to Lender for the same reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the insurance 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 be in effect, Borrower shall pay the insurance instrument.

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 be in effect, Borrower shall pay the insurance instrument.

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. In addition, subject to applicable law, Borrower agrees to pay Lender interest at the Note rate on all amounts disbursed at the Note rate to other terms of payment, unless Borrower and Lender agree to pay Lender interest at the Note rate on all amounts disbursed at the Note rate to other terms of payment.

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

**14. NOTICES.** Any notice to Borrower provided for in this Security Instrument shall be given by personal delivery or by sending it by (i) first class mail postage prepaid, or (ii) prepaid overnight delivery service, or (iii) any similar common or private carrier or delivery method generally accepted in the locality where the Property is located, 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 postage prepaid to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notices 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. SEVERABILITY.** 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 duplicate 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) 8 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 title 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 incurred 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 production, 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. This preceding two sentences shall not apply to the production, 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.

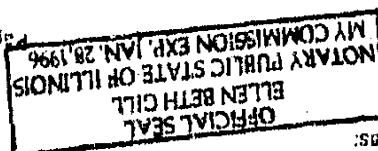
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95-264 WIL 7/31/1981



My Commission Expires:

Given under my hand and affidavit seal, this day of July, 1992

Personalty known to me to be the same persons whose names subscrbed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument at THEIR place and

AND ROSA M. GODINES, HIS WIFE

HIS WIFE AND MANUEL GODINES

herby certify that FLORENTINO GONZALEZ AND LUCILLA GONZALEZ,

AUGUST 1992  
Notary Public in and for said county and state do  
County ss:

STATE OF ILLINOIS, COOK

ROSA M. GODINES <u>Rosa M. Godines</u> (Seal)	-Borrower <u>Rosa M. Godines</u> (Signature)	MANUEL GODINES <u>Manuel Gonzales</u> (Seal)	-Borrower <u>Manuel Gonzales</u> (Signature)
LUCILLA GONZALEZ <u>Lucilla Gonzales</u> (Seal)	-Borrower <u>Lucilla Gonzales</u> (Signature)	FLORENTINO GONZALEZ <u>Florentino Gonzalez</u> (Seal)	-Borrower <u>Florentino Gonzalez</u> (Signature)

Witnesses:

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

24. RIDERS TO THIS SECURITY INSTRUMENT. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each 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. (Check applicable boxes)
- Adjustable Rate Rider       Non-Demand Rider       Fixed Rate Amortization Rider  
 Graduated Payment Rider       Prepaid Limit Development Rider       Second Home Rider  
 Balloon Rider       Escalating Rider       Other(s) (Specify)
23. WAIVER OF HOMEOWNER'S right of homestead exemption in the property.
22. RELEASE. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security instrument. Subjacent to applicable law, Borrower shall pay a reasonable fee for the preparation of the release documents and shall pay any recordation costs.
21. Including but not limited to, reasonable attorney's fees and costs of title evidence.
20. RIDERS TO THIS SECURITY INSTRUMENT. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each 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. (Check applicable boxes)
19. Inclusion of a default or any other deficiency in the notice to accelerate may result in the foreclosure proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph or before this date specified in the notice, lender at its option may require immediate payment in full of all amounts non-excludable from the right to accelerate after acceleration and the right to foreclose. If the acceleration proceeding fails to cure the default on or before the date specified in the notice, lender may accelerate and sell of the property to a third party or before this date specified by lender to accelerate and sell of the property to a third party. The notice should be given to the debtor at least 30 days from the date the notice is given to borrower, by which time the default must be cured; and (d) that applicable law provides otherwise. The notice shall specify (a) the date of acceleration of the default; and (d) that any covenant or agreement in this Security Instrument to accelerate following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless located in this paragraph 20). The notice shall specify: (b) the action required to cure the default; and (c) that

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

As used in this Paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, lead paint, radon gas, formaldehyde, polychlorinated biphenyls, vinyl chloride 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.

any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless located in this paragraph 20), the notice shall specify: (a) the date of acceleration of the default; and (d) that

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## 1-4 FAMILY RIDER

### Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 5TH day of AUGUST 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 CITIBANK, FEDERAL SAVINGS BANK (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

6049 SOUTH CALIFORNIA AVENUE, CHICAGO, ILLINOIS 60629  
(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, alarm 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 household estate if the Security instrument is off a household) 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 household.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and covenants ("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.

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DPS 1083

ROSA M. GODINES  
-Borrower  
(Seal)

MARIELE GODINES  
-Borrower  
(Seal)

LUCILLA GONZALEZ  
-Borrower  
(Seal)

FLORENTINO GONZALEZ  
-Borrower  
(Seal)

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

1. CROSS-DEFALKT PROVISION. Borrower's default or breach under the Security Instrument and Lender may invoke any of the remedies permitted by the instrument shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the

Landlord, or Landlord's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property because of a judicially appointed receiver, may do so at any time when a default to Borrower. However, Lender, or Landlord's agents or a judicially appointed receiver, may do so at any time when a default to Borrower. This assignment of Rents shall not cure or waive any default or invalidation notice of default to Borrower. Any application of Rents shall not cure or terminate when such sums secured by the Security instrument are paid in full.

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.

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 Rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Government Act.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower as trustee 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) utilities applicable law provides otherwise, all Rents collected by Lender, or Lender's agents shall be applied first to the costs of taking control of the Property and maintaining the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums and malfunctions of Lender's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the receiver's behalf to account for only those Rents actually received; and (v) Lender shall be entitled to have a receiver appointed to take possession of the Property and manage the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower as trustee 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) utilities applicable law provides otherwise, all Rents collected by Lender, or Lender's agents shall be applied first to the costs of taking control of the Property and maintaining the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums and malfunctions of Lender's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the receiver's behalf to account for only those Rents actually received; and (v) Lender shall be entitled to have a receiver appointed to take possession of the Property and manage the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

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