

# UNOFFICIAL COPY

CMIL  
00964358

RETURN TO: *Box 72*

UNITED SAVINGS ASSN OF TEXAS FSB DBA  
COMMONWEALTH-UNITED MTG  
1301 N. BASSWOOD, 4TH FLOOR  
SCHAUMBURG, ILLINOIS 60173

BOOK 1  
FILE #

1992 SEP 11 PM 2:03

92676779

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 3RD, 1992  
The mortgager is YOUNG W. LIM AND NAM S. LIM, HUSBAND AND WIFE

UNITED SAVINGS ASSN OF TEXAS FSB  
which is organized and existing under the laws of UNITED STATES  
3200 SOUTHWEST FREEWAY, #2000, HOUSTON, TEXAS 77027

("Borrower"). This Security Instrument is given to

, and whose address is

FIFTY THOUSAND AND 00/100  
Dollars (U.S. \$ 50000.00). 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  
OCTOBER 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:

SEE ATTACHED LEGAL DESCRIPTION

PIN: 13-12-118-044

THE EAST 4 FEET OF LOT 508 AND LOT 509 (EXCEPT THE EAST 2 FEET THEREOF)  
IN WILLIAM H. BRITIGAN'S BUDLONG WOODS GOLF CLUB ADDITION NO. 2, BEING  
A SUBDIVISION OF THAT PART LYING EAST OF SANITARY DISTRICT RIGHT OF  
WAY OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 12, TOWNSHIP  
40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

which has the address of 2925 W. BERWYN AVE.  
(Street)

CHICAGO  
(City)

Illinois 60625 ("Property Address");  
(Zip Code)

ILLINOIS-Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
ITEM 1878 (9202)

Form 3014 9/90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc. ■  
To Order Call: 1-800-530-0303 □ PAX 616-701-1131

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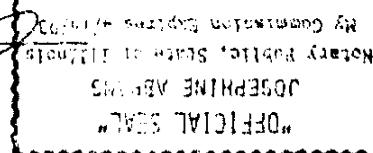
Form 301A 9/96 (page 6 of 6 pages)

1301 N. BASSWOOD, 4TH FLOOR, SCHAUERBURG, IL 60173  
(Address)

(Name)

JACQUELINE BUSH  
This instrument was prepared by

Notary Public



Given under my hand and official seal, this 3rd day of December 1992

forth,

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

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed

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

do hereby certify that YOUNG W. LIM AND NAM S. LIM, HUSBAND AND WIFE

, a Notary Public in and for said county and state,

County ss:

STATE OF ILLINOIS.

NAM S. LIM  
Borrower  
(Seal)

Borrower  
(Seal)

YOUNG W. LIM  
Borrower  
(Seal)

Borrower  
(Seal)

Witness:

Witness:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Other(s) (specify)

- Adjustable Rate Rider
- Cordominium Rider
- 1-4 Family Rider
- Grandparent Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Rate Improvement Rider
- Second Home Rider
- balloon Rider

(Check applicable box(es))

24. Riders to the Security Instrument. If one or more riders are executed by Borrower and recorded together with this 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.

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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 at 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.

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5. **Hazard-a-m**, **Property Lossurance**. 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, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the assignment of the security interest in the collateral to another party; or (c) secures from the holder of the lien, legal proceedings which in the Lender's opinion operate to prevent the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion satisfy the lien.

3. **Charges; Lenses.** Borrower shall pay all taxes, assessments, charges, lenses and impositions attributable to the property which may attain priority over this Security Instrument, and leschold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

### **3. Application of Puyments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due, fourth, to principal due; and last, to any late charges due under the Note.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to Borrower any Funds held by Lender 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.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall pay to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender in any time is not sufficient to pay the Escrow items when due, 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 more than twelve monthly payments, at Lender's sole discretion.

The Funds shall be held in an institution whose depositors are insured by a federal agency, instrumentality, or entity pursuant to an agreement of deposit insurance, or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the escrow items, Lender may not charge a fee or holdback and apply the Funds annually until paying the escrow account, or verify the Escrow items, unless Lender pays 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 it provides otherwise. Unless and otherwise specified in the Note, Lender shall not be liable for any sums secured by this Security Instrument.

2. Funds for Taxes and Insurance, sub, ect 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 affect the Note, until the Note is paid in full; (b) yearly leasehold payments of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly food insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordances with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender may require for Barrowers' escrow account under the Federal Home Loan Bank Board's Regulation D, or otherwise required by Lender, in Escrow Items, less than may be necessary to meet the requirements of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Excess Items". Funds or Excess Items, as the case may be, shall be held by Lender in an account entitled "Escrow Account" and shall be disbursed by Lender to the appropriate payee at such times as Lender may designate in writing.

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

handed variations by restriction to constituents in a limited security instrument covering real property.

**THIS SECURITY INSTRUMENT** combines interim covenants for national use and non-uniform covenants with permanent uses of record.

**BORROWER COVENANTS** shall Borrower hereby be liable to pay to Lender all sums necessary to satisfy the obligations of Lender under this Agreement and to pay all expenses of collection, including reasonable attorney's fees, incurred by Lender in connection with the enforcement of any of the rights or remedies of Lender hereunder.

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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.

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

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

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or 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 default and reinstate, 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 entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any

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18. Borrower's Right to Remedy. 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

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 instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any security instrument permitted by this Security Instrument without further notice or demand on Borrower.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument, delivered to the servicer.

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 it is held in common, if any interest in it is sold or transferred) by Lender or if exercise is prohibited by federal law as of this Security Instrument, however, this option shall not be exercised by Lender if exercise is prohibited by federal law as of this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of this Security Instrument. Lender's prior written consent, however, may, at his 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 this Security Instrument.

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 of this Security Instrument or clause of this Note which is contrary to applicable law, such conflict shall not affect other provisions of this Security Instrument or this Note.

marking it by listing class names unless applicable law requires use of another method. The notice shall be sufficient to inform the property owner of the intent to sue him or her for damages.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by displaying it charge under the Note.

**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 exceed the maximum permitted limits will be deducted from the principal balance of the loan.

**12. Successors and Assigns Board, Limit and Several Liability; Co-signers.** The coverments 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.

11. Borrower Not a Waiver. Extension of the time for payment or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 of change the amount of such payments.

Lender is authorized to collect and apply the proceeds, as its option, under its discretion, to pay off or to sue sums secured by this Security Instrument, whether or not due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given,

otherwise provided, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this 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 sums secured by this Security instrument, unless Borrower and Lender otherwise agree in writing, the amount of the sums secured by this Security instrument immediately before the taking less than the amount of the sums which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security instrument shall be reduced by the amount of the proceeds multipled by the ratio of the total amount of the sums secured by the Property to the total amount of the sums secured by 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 less than the amount of the sums secured by this Security instrument shall be applied to the sums secured by the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the amount of the sums secured by this Security instrument shall be reduced by the amount of the proceeds multipled by the ratio of the total amount of the sums secured by the Property to the total amount of the sums secured by the Property immediately before the taking.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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C14R  
00964358

## 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 3RD day of SEPTEMBER, 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:

2925 W. BERWYN AVE., CHICAGO, ILLINOIS 60625

[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 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 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.

**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

09/02/92

SCHAUMBURG, IL 60173

1301 N. BASSWOOD, 4TH FLOOR

UNITED SAVINGS ASSN OF TEXAS FSB

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

YOUNG W. LIM  
NAME S. LIM*Received 12/91*

1301 N. BASSWOOD, 4TH FLOOR

UNITED SAVINGS ASSN OF TEXAS FSB

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

*Property of Cook County Clerk's Office*

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YOUNG W. LIM  
NAME S. LIM

---

YOUNG W. LIM  
NAME S. LIM

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(Seal) (Seal) (Seal) (Seal)

Borrower  
(Seal)Borrower  
(Seal)Borrower  
(Seal)Borrower  
(Seal)

## I-A Family Rider.

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

Ihereft shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security instrument.

**1. 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.

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.

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

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

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

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

showing it, to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of showing it, 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 liability to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed and liable to the sums secured by the Security Instrument: (v) Lender, Lender's agents or any judicatory appointed receiver and liable to the sums secured by the Security Instrument, taxes, premiums, insurance premiums, bonds, repair and maintenance costs, attorney's fees, receiver's fees, premiums on management the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's 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 otherwise, unless applicable law provides due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides collects and receive all of the Rents of the Property; (iii) 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; (ii) Lender shall be entitled to collects and receive all of the Rents of the Property; (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums received by Borrower.

Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents