

PREPARED BY:
D. DUFFY
CHICAGO, IL 60653

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RECORD AND RETURN TO:

1992 SEP 21 PM 12:53

92696430

ILLINOIS SERVICE FEDERAL SAVINGS & LOAN ASSOCIATION
4619 SOUTH KING DRIVE
CHICAGO, ILLINOIS 60653

92696430

[Space Above This Line For Recording Data]

MORTGAGE

5958-5

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 14, 1992
VERA MELTON, DIVORCED NOT SINCE REMARRIED

The mortgagor is

("Borrower"). This Security Instrument is given to
ILLINOIS SERVICE FEDERAL SAVINGS & LOAN ASSOCIATION

which is organized and existing under the laws of The United States of America , and whose
address is 4619 SOUTH KING DRIVE
CHICAGO, ILLINOIS 60653
TWENTY FIVE THOUSAND
AND 00/100 Dollars (U.S. \$ 25,000.00).

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 OCTOBER 1, 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 36 AND THE SOUTH 8.9 FEET OF LOT 35 IN BLOCK 2 IN CONRAD SEIPP'S
SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 25,
TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

3500
A

/ 20-25-100-017

which has the address of 7128 SOUTH CORNELL, CHICAGO
Illinois 60649 ("Property Address");
Zip Code

Street, City ,

ILLINOIS Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
M-6R(IIL) (8101)

VMP MORTGAGE FORMS - (313)293-8100 - (800)521-7291

Page 1 of 8

DPS 1088
Form 3014 8/90
Initialed: _____

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Form 3014 8/90
DPS 1080

Page 2 of 6

Law:

more of the actions set forth above within 10 days of the giving of notice. Thus Security Instrument, if Lender may give Borrower a notice identifying the lien or take one or more of the actions of the Lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender to pay the holder's portion of the lien to the Lender. Borrower shall notify over this Security Instrument, if Lender determines that any part of the Property is subject to a lien which may affect the undivided interest of the Lender against payment of the lien by the Lender.

by written notice to the payee of the instrument setting aside the instrument unless Borrower: (a) agrees in writing to the payment discharge any lien which has priority over this Security Instrument the lien to be paid under the payee's notice.

(f) Borrower shall promptly furnish to Lender receipts evidencing the payments.

(g) Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

these obligations in the manner provided in paragraph 2, or if not paid in full manner, Borrower shall pay them on time directly which may affect the Lender's payment of ground rents, if any. Borrower shall pay

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property which may affect the Lender's payment due; fourth, to principal due; and last, to any late charges due under the Note.

1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs

this Security Instrument, shall apply only Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by

Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly extend to Borrower any

welfare monthly payments, at Lender's sole discretion.

which the amount necessary to make up the deficiency in no more than twelve months to pay to Lender the amount necessary to make up the deficiency to pay the Note.

time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower

for the excess Funds in accordance with the applicable law. If the amount of funds held by Lender is made available

if the Funds held by Lender exceed the amounts secured by this Security Instrument.

if the Funds were made, The Funds are pledged as additional security for all sums secured by this Security Instrument.

without charge, an annual accounting of the Funds, showing credits to the Funds and debits to the Fund which each

Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower,

applicable law requires interest to be paid, Lender unless applicable law provides otherwise. Unless an agreement is made or

used by Lender in connection with a one-time charge for an individual real estate tax reporting service

or charge. However, Lender may require Borrower to pay a one-time charge for an individual real estate tax reporting service

varifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such

Escrow items. Lender is such an institution or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the

(including Lender, if Lender is held in an institution whose deposits are insured by a federal agency, insurability, insurability

The Funds shall be held in accordance with applicable law.

Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future

sets a lesser amount. If so, Lender may, at any time, call for hold Funds in an amount not to exceed the Funds

1974 as amended from time to time, 12 U.S.C. Section 252, et seq. ("RESPA"), unless another law shall apply to the Funds

related mortgage loan may require Borrower to collect and hold under the maximum amount of the related Real Estate Settlement Procedures Act of

Lender may, at any time, in lieu of the payment of a mortgage insurance premium, pay to Lender a loan for a federally

the provisions of paragraph 8, any sums payable by Borrower to Lender, in accordance with

it any; (e) yearly mortgage insurance premiums, (f) any sums payable by Borrower to Lender, in accordance with

or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums,

and assessments which may affect the Security Instrument as a lien on the Property; (b) yearly leasehold payments

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

2. Funds for Taxes and Insurance. Except to the extent waivable by Lender, Borrower shall pay to

principals of and interest on the debt even due by the Note and any prepayment and late charges due under the Note.

1. Payment of Covenants. 2. Power and Lender covenant and agree as follows:

UNIFORM COVENANTS. THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

grants and convey the Property is members, except for encumbrances of record. Borrower warrants

and will defend generally, as title to the Property is members, all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,

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".

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5. Hazard or 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, including floods or flooding, for which Lender requires insurance. 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.

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 a 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
DPS 1081

Form 3014 9/90

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16. Bortowever's Copy. Bortowever shall be given one conformable copy of the Note and of this Security Instrument.

Digitized by srujanika@gmail.com

13. **Loan Charges.** If the loan secured by this Security Instrument is released 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 limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any unused already collected from Borrower which exceeded permitted limit will be re-deducted to the permitted limit.

12. Security and Assessors and Assessing Bonds; joint and several liability; Co-signers. The coverants and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument but does not execute the Note: (a) is co-signing this Security instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security instrument; and (b) is not personally obligated to pay the sums secured by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, renumber or make any accommodations with regard to the terms of this Security instrument or the Note without that Borrower's consent.

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 lease rentals referred to in paragraphs 1 and 2 or change the amount of such payments.

he applied to the sums received by this Security Instrument whether or not the sums are then due.

In the event of a total taking of the Property, the proceeds shall be applied to the sum secured by the Security Instrument, whether or not due, with any accrued 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 sum secured by the Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by the Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction:

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 and

9. Inspection. Leader or its agent may make reasonable entries upon and inspectors of the Property. Leader shall give

Payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period) is available.

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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.

DPS 1083
Form 3014 8/90

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DPS 1094

NOTARY PUBLIQUE	MARCH 6, 1993
STATE OF ILLINOIS MADISON COUNTY, ILLINOIS	
NOTARIAL SEAL	

My Commission Expires:

Given under my hand and official seal, this 14th day of September, 1992
free and voluntary act, for the uses and purposes herein set forth.
I, **HHR/HHR**, signed and delivered the said instrument as **HHR/HHR**
personally known to me to be the same persons whose name(s) is subscribed before
me this day in person, and acknowledged that **HHR/HHR**

VBR A MELTON, DIVORCED NOT SINCE REMARRIED
country and state do hereby certify that

I, Notary Public in and for said

County as:

STATE OF ILLINOIS, COOK

92696430

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

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

- Adjustable Payment Rider
- Condominium Rider
- Family Rider
- Fixed Unit Development Rider
- balloon Rider
- Biweekly Payment Rider
- V.A. Rider
- Other (Specify)

(Check applicable box(es))

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 this Security Instrument as if the rider(s) were a part of this Security
Instrument. The covenants and agreements of each such rider shall be incorporated into and shall demand
and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security

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1-4 FAMILY RIDER Assignment of Rents

2000
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D3C5

92696430

THIS 1-4 FAMILY RIDER is made this 14TH 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 ILLINOIS SERVICE FEDERAL SAVINGS & LOAN ASSOCIATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

7128 SOUTH CORNELL, CHICAGO, ILLINOIS 60649
(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, how 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 government or 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 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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-Borrower

-Borrower
(1905)

-BOTTOMER
(1965) —

-BORROWER
—
(Sall)

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1. CHOSSEN-DEPARDI, PROVISIONS. Borrower's obligation to pay note or agreement under this provision shall be breached under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

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

Borrower representations and warranties that Borrower has not executed any prior assignment of this Note and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

If the terms of this property are not sufficient to cover the costs of retaining counsel or managing the property and/or
collating the same and funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender
secured by the Second, the instrument pursuant to Uniform Government Z.

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