

# UNOFFICIAL COPY

CMTE  
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RETURN TO:  
BANK UNITED OF TEXAS FSE DBA  
COMMONWEALTH UNITED MTIS  
1301 N. BASSWOOD, 4TH FLOOR  
SCHAUMBURG, ILLINOIS 60173

COOK COUNTY CLERK'S  
OFFICE

1992 OCT 15 AM 10:51

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(Space Above This Line For Recording Data)

## MORTGAGE

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THIS MORTGAGE ("Security Instrument") is given on **OCTOBER 13TH, 1992**  
The mortgagor is **A. FREDDORE KAMBEROS AND NORA M. KAMBEROS, HUSBAND AND WIFE**

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

**BANK UNITED OF TEXAS FSE**

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

("Lender"). Borrower owes Lender the principal sum of

**ONE HUNDRED TWENTY FOUR THOUSAND AND 00/100**

Dollars (U.S. \$124000.00)

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 **NOVEMBER 1ST, 2007**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK**

County, Illinois:

**LOT 15 IN BLOCK 37 IN W. F. KAISER AND COMPANY'S PETERSON WOODS ADDITION TO ARCADIA TERRACE, IN THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

F.I.N.: 13-01-310-032-0000

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which has the address of **5800 N. WHIPPLE**  
(Street)

**CHICAGO**  
(City)

Illinois

**60659**  
(Zip Code)

("Property Address")

**BOX 333**

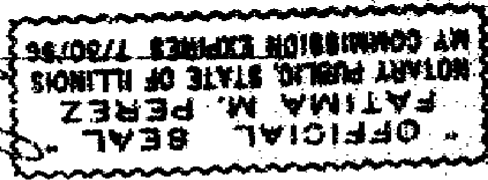
Part 2 E 673779 73-76-189 NA 0A

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Form 3011 9/96 (page 6 of 6 pages)

BASSWOOD, 4TH FLOOR, SCHAMBURG, IL 60173

Notary Public



13th day of October 1992

THEIR free and voluntary act, for the uses and purposes therein set

signed foregoing instrument, appeared before me this day in person, and acknowledged that

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

A. THEODORE KAMBEROS AND NORA M. KAMBEROS, HUSBAND AND

County ss: a Notary Public in and for said county and state.

County ss:

(Seal) Borrower

NORA M. KAMBEROS

(Seal) Borrower

(Seal) Borrower

A. THEODORE KAMBEROS

(Seal) Borrower

Witness:

to the Security Instrument. If one or more riders are executed by Borrower and recorded together with... and in any rider(s) executed by Borrower and recorded with it.

- Rate Improvement Rider
- Planned Unit Development Rider
- Condominium Rider
- Second Home Rider
- Biweekly Payment Rider
- 1-4 Family Rider

to the Security Instrument. If one or more riders are executed by Borrower and recorded together with... and in any rider(s) executed by Borrower and recorded with it.

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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 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.

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Form 9426 (Rev. 11/77)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter attached to or in this Security Instrument as the "Property".

1. **COVENANTS** The Borrower shall convey the Property and all improvements thereon to the Lender, and shall execute and record all documents necessary to carry out the purposes of this Security Instrument. The Lender shall have the right to inspect and copy the Property and all improvements thereon, and to cause the Property to be surveyed and mapped, and to cause the same to be recorded in the public records.

2. **COVENANTS** The Borrower shall execute and record all documents necessary to carry out the purposes of this Security Instrument. The Lender shall have the right to inspect and copy the Property and all improvements thereon, and to cause the Property to be surveyed and mapped, and to cause the same to be recorded in the public records.

3. **COVENANTS** The Borrower shall execute and record all documents necessary to carry out the purposes of this Security Instrument. The Lender shall have the right to inspect and copy the Property and all improvements thereon, and to cause the Property to be surveyed and mapped, and to cause the same to be recorded in the public records.

4. **COVENANTS** The Borrower shall execute and record all documents necessary to carry out the purposes of this Security Instrument. The Lender shall have the right to inspect and copy the Property and all improvements thereon, and to cause the Property to be surveyed and mapped, and to cause the same to be recorded in the public records.

5. **COVENANTS** The Borrower shall execute and record all documents necessary to carry out the purposes of this Security Instrument. The Lender shall have the right to inspect and copy the Property and all improvements thereon, and to cause the Property to be surveyed and mapped, and to cause the same to be recorded in the public records.

6. **COVENANTS** The Borrower shall execute and record all documents necessary to carry out the purposes of this Security Instrument. The Lender shall have the right to inspect and copy the Property and all improvements thereon, and to cause the Property to be surveyed and mapped, and to cause the same to be recorded in the public records.

7. **COVENANTS** The Borrower shall execute and record all documents necessary to carry out the purposes of this Security Instrument. The Lender shall have the right to inspect and copy the Property and all improvements thereon, and to cause the Property to be surveyed and mapped, and to cause the same to be recorded in the public records.

8. **COVENANTS** The Borrower shall execute and record all documents necessary to carry out the purposes of this Security Instrument. The Lender shall have the right to inspect and copy the Property and all improvements thereon, and to cause the Property to be surveyed and mapped, and to cause the same to be recorded in the public records.

9. **COVENANTS** The Borrower shall execute and record all documents necessary to carry out the purposes of this Security Instrument. The Lender shall have the right to inspect and copy the Property and all improvements thereon, and to cause the Property to be surveyed and mapped, and to cause the same to be recorded in the public records.

10. **COVENANTS** The Borrower shall execute and record all documents necessary to carry out the purposes of this Security Instrument. The Lender shall have the right to inspect and copy the Property and all improvements thereon, and to cause the Property to be surveyed and mapped, and to cause the same to be recorded in the public records.

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10. **Indemnification.** The proceeds of any award or claim for damages, direct or consequential, in connection with any give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall and Lender or applicable law.

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 in Borrower of the 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 mortgage insurance coverage lapses or ceases 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 coverage 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.

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 in bankruptcy, probate, for condemnation or for title 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 attorney's 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.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds; Borrower's Right to 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 circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or control waste on the Property. Borrower shall be in default if any tortious 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 not cause such a default and remains, as provided in paragraph 6, by causing the loss of 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 a first mortgage, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the easement and the fee rate shall not merge unless Lender agrees to the merger in writing.**

5. **Insurance.** 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 general notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make prompt 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 (minus any amount paid to the insurance carrier) 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.

4. **Application of Proceeds.** If the insurance carrier provides 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.

3. **Application of Proceeds.** If the insurance carrier provides 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.

2. **Application of Proceeds.** If the insurance carrier provides 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.

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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.

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 sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condempnor 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.

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 such payments.

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

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 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-obligating this Security Instrument only to mortgage, grant and convey the Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. 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 charge under the Note.

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

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

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

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

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

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

## 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 13TH day of OCTOBER, 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 BANK UNITED OF TEXAS FSB

(the "Lender")

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

5800 N. WHIPPLE, CHICAGO, ILLINOIS 60639

[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, panelling 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

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\_\_\_\_\_  
(Seal) Borrower

\_\_\_\_\_  
(Seal) Borrower

\_\_\_\_\_  
(Seal) Borrower  
NORA M. KAMBEROS

\_\_\_\_\_  
(Seal) Borrower  
A. THEODORE KAMBEROS

1-4 Family Rider

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

Instrument.

Interest 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

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

judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive

maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a

Lender, or Lender's agent or a judicially appointed receiver, shall not be required to enter upon, take control of or

not perform any act that would prevent Lender from exercising its rights under this paragraph. Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will

secured by the Security Instrument pursuant to Uniform Covenant 7. collecting the Rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender

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

showing as to the inadequacy of the Property as security. to take possession of and manage the Property and collect the Rents and profits derived from the Property without any

shall be liable to account for only those Rents actually received; and (v) Lender shall be entitled to have a receiver appointed

and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver,

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

managing the 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

due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides

collect 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

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

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

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

Rents shall (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii)