

UNOFFICIAL COPY

Form 3014 9/90

DEPT-01 RECORDINGS 435.00
TRAN 4002 10/22/92 11:09:00
4768 + G * - 92 - 787349
COOK COUNTY RECORDER

COOK COUNTY RECORDER
10/22/92 11:09:00

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TOGETHER WITH all the improvement now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."
BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Return to David Anthony Galtman

Illinois 60644 (Zip Code)
("Property Address")

(Street)
CHICAGO, (City)

which has the address of 4243 W. SCHOOL STREET

13-22-431-011

LOT 155 IN HAENZLE AND WHEELER'S HIGH SCHOOL ADDITION TO IRVING PARK IN THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COOK County, Illinois:
mortgage, grant and convey to lender the following described property located in this Security Instrument and the Note. For this purpose, Borrower does hereby Instrument; and (c) the performance of Borrower's covenants and agreements under interest, advanced under paragraph 7 to protect the security of this Security extensions and modifications of the Note; (b) the payment of all other sums, with repayment of the debt evidenced by the Note, with interest, and all renewals, first day of OCTOBER, 2021. This Security Instrument secures to lender: (a) the monthly payments with the full debt, if not paid earlier, due and payable on the dated the rate date as the Security Instrument ("Note"), which provides for no/100 dollars (U.S. \$ 130,400.00). This debt is evidenced by Borrower's note and whose address is 111 E. KELLOGG BLVD. ST. PAUL, MN 55101 ("Lender"). Borrower CAPITAL CORPORATION, which is organized and existing under the laws of Minnesota, ("Borrower"). This Security Instrument is given to MORTGAGE THE MORTGAGE TO PAUL G CLARKE A SINGLE PERSON AND DEIRDRE E CONNOLLY, SEPTEMBER, 1991. THIS MORTGAGE ("Security Instrument") is given on 27TH day of SEPTEMBER, 1991.

COMMUNITY TITLE GUARANTY COMPANY

A SPINSTER

MORTGAGE

(Space Above This Line for Recording Data)

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INITIALS: 282
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Buyer's

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach in priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, in accordance with the provisions of paragraph 5, 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 for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 5201 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and copying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument. If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at 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.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. 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.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach in priority over this Security Instrument, and leasehold 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.

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

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.

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 fractions: (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 successor in interest. Lender shall not be required to commence proceedings against any successor in interest of Borrower by reason of any demand made by the original Borrower or Borrower's successor 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-signing this Security Instrument solely to Mortgage, grant and convey that 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 limits; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal amount 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 provisions. To this end the provisions of this Security Instrument and the Note are deemed 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.

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- [] Adjustable Rate Rider
- [] Condominium Rider
- [] 1-4 Family Rider
- [] Graduated Payment Rider
- [] Planned Unit Development Rider
- [] Biweekly Payment Rider
- [] Balloon Rider
- [] Rate Improvement Rider
- [] Second Home Rider
- [] Other(s) (specify)

(Check applicable boxes)

as if the rider(s) were a part of this Security Instrument. incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument recorded together with this Security Instrument, the covenants and agreements of each such rider shall be recorded together with this Security Instrument. If one or more riders are executed by Borrower and

25. Lender of Homestead. Borrower waives all right of homestead exemption in the Property. Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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, including, but not limited to, reasonable attorneys' fees and costs of title evidence. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be 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 foreclosure, if the default is not cured on or before the date specified in the notice, Lender, at its foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and the right to accelerate and the right to assert in the this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall default on or before the date specified in the notice may result in acceleration of the sums secured by the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

points to health, safety or environmental protection. "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that containing asbestos or formaldehyde, and radon gas, and other hazardous materials, materials, hazardous or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials, hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other As used in this paragraph 20, "hazardous substances" are those substances defined as toxic or remedial actions in accordance with environmental law.

Hazardous substance affecting the Property is necessary, Borrower shall promptly take all necessary Hazardous substance or Environmental Law or regulatory authority, that any removal or other remediation of any Hazardous substance or Environmental Law or regulatory authority, that any removal or other remediation of any other action by any governmental or regulatory agency or private party involving the Property and any Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or maintenance of the Property.

Hazardous substance that are generally recognized to be appropriate to normal residential uses and to hazardous substances that apply to the presence, use, or storage on the Property of small quantities of to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two or release of any hazardous substances on or in the Property. Borrower shall not do, nor allow anyone else 20. Hazardous substances. Borrower shall not cause or permit the presence, use, disposal, storage, will also contain any other information, including the address to which payments should be made. The notice

notice of the change in 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 unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together

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

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Property of Cook County

Record and Return to:
MORTGAGE CAPITAL CORPORATION
1000 E. Woodfield Road, Suite 240
Schaumburg, IL 60173

(Space Below This Line Reserved for Lender and Recorder)
This instrument was prepared by MORTGAGE CAPITAL CORPORATION, 1000 East Woodfield Road, Suite 240, Schaumburg, IL 60173.

"OFFICIAL SEAL"
JESSIE M. JOHNSON
Notary Public, State of Illinois
My Commission Expires 4/14/95

STATE OF ILLINOIS, COOK county ss:
I, the undersigned, a Notary Public in and for said county and State of Illinois, do hereby certify that PAUL G. CLARKE A SINGLE PERSON AND DEIRDRE E CONNOLLY JOHNSON AND DEIRDRE E CONNOLLY JOHNSON, personally known to me to be the same persons whose names(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and official seal this 19th day of September, 1991.
My Commission expires: _____
Notary Public

Paul G Clarke
-Borrower (Seal)
Social Security #: 103585887

Deirdre E Connolly
-Borrower (Seal)
Social Security #: 34568523

-Borrower (Seal)
Social Security #:

-Borrower (Seal)
Social Security #:

Witness:
Deirdre E Connolly

Witness:
Paul G Clarke

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

1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 27TH day of SEPTEMBER, 1991, 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 MORTGAGE CAPITAL CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at 4243 W. SCHOOL STREET, CHICAGO, IL 60641. (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 located in, on, or used, or intended to be used in connection with the property, including, but not limited to, those for the purpose 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, 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."

H. 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.

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-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal) DEIRDRE E CONNOLLY

-Borrower (Seal) PAUL O CLARKE

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

I. CROSS-DEFAULT PROVISION. Borrower, a 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.

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 shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

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

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

If Lender gives notice of breach to Borrower: (1) all Rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (2) Lender shall be entitled to collect and receive all of the Rents of the Property; (3) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (4) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums 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; (5) Lender, Lender's agents or a judicially appointed receiver shall be liable to account for only those Rents actually received; and (6) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and proceeds derived from the Property without any showing as to the inadequacy of the Property as security.

II. 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 (1) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (2) 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.