COOK COUNTY, ILLINGIS FILED FOR PECORD

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PARAMAN 134+ LETURN &:
FIRST NATIONAL BANK LAGAMSE
620 N. BULLINSTA
LAGRANGE, ILL GOST

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[Space Above This Line For Recording Data]

MORTGAGE

LOT 18 AND THE NORTH 15 FEET OF LOT 17 IN LAY AND LYMPA'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, PANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N. NO. 18-04-309-003

ALO TICE THIS MORTGAGE IS NOT ASSENCED.

which h	is the address of .	217 S. WALOLA	LAGRANGE
	., , , , , , , , , , , , , , , , , , ,	(Sireet)	(City)
	60525	(Olderman) Advance 25	

Illinois("Property Address")

ILLIMOIS-Single Family-Fannie Mae/Freddie Mac Ut IFORM INSTRUMENT

BANKERS BYSTEMS, INC., ST. CLOUD, MN 50302 (1-800-30, -2341) FORM MD 1 N. 2-6-91

Form 3014-990 apage Latting of

BOX 333

TOGETHER WITH all the improvements 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 seised 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.

UNHORM COVENANTS. Borrower and Lender covenant and agree as follows:

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, Botrower 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 as sessments which may attain priority over this Security Instrument as a lien on the Property: (b) yearly leasehold payments of ground tents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow he is." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a rederify related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedure (2) of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RLSPA"), unless another law that applies to the Fairls sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser arosant. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of rature lescrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an insolation whose deposits are insured by a tederal agency, instrumentality, or critisty (including Lender), if Lender is such an institutional or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items, Lender may not charge Loriower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless cender 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 virting, 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. I ender 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, Eander may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to 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. It, under paragraph 21. Lender shall acquire or sell the Property. Fender, 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 mounts payable under paragraph 2, third, to interest due; tourth, 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 attain priority over this Security Instrument, and leasehold payments or ground rents. It 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 I ender receipts evidencing the payments.

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

Form 2014 990 spans 2 of 6 pages.

BYAKCHE BARLEMETING TELL CLOTTO MATERIOS (1900 303 5341) LOGA MD 1 IL SARBI

Form 3014 8:30 (part 5 of 6 part)

insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in heur Lender each month a sum equal to one-twelfth of the yearly mortgage insurance prequium being paid by Borrower when the insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage. premiums required to obtain coverage substantially equivalent to the mongage insurance previously in effect, at a cost reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. It, for any 8. Mortgage Insurance. It Lender required mortgage insurance as a condition of making the loan secured by this

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date of disbursement at the Note rate and shall be payable, with interest, upon notice from Cender to Borrower requesting Security Instrument. Unless Borrow, rand Lender agree as other terms of payment, these amounts shall bear micrest from the animal distribution of the properties of the partial partial processing and properties of processing the partial processing the processing processing the processing processing the processing process

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in court, paying reasonable attorney. Tees and entering on the Property to make repairs. Although Ferrer may take action Lender's actions may include paying any sums seemed by a fien which has priority over this seemes appearing Fouger usay do and pay for whatever is necessary to protect the value of the Property and Length rights in the Property Property (such as a proceeding in bankiupicy, probate, for condemnation or fortenure or to enforce laws or regulations), then adt in zilgis a fabrical rootta, diec artingta ziem mit gimboocord lagal a ar obert to areamant all zituest kinder in this zkiomoorga bus shustovoo odi motroq of slint roworroll H. Atroqual odi al sidgist s'asbus. To notiootoril. A

so the least It Borrower acquires tectule to the Property, the leasthold and the 😿 (II) shall not merge untest leader agrees Property as a principal residence. If this Security Instrument is on a leasehold, Bowarer shall comply with all the provisions with the four evidenced by the Note, including, but not funded to, representations concerning. Borrower's occupancy of the reotesimes in enoughneeth lateratur zin the 1950s. I obivorq of bolist 10) tohic Lot incinitate to nonnimiolin obiniconn interest. Borrower shall also be in default it Borrower, during the can application process, gave materially talse or interest in the Property or other instantal impairment of the field by this Security Instrument or Lender's security or proceeding to be dismissed with a rubing that, in Lender's good to ib determination, precludes fortenuire of the Borrower's Lender's security interest. Borrower may cure such a default and constant, as provided in paragraph 18, by causing the action could result in forteiting of the Property or otherwise materially impair the tien created by this Security Instrument or be in default if any forteiture action or proceedings wheth (c vit or criminal, 15 began that it crides sepond fruth judgment destroy, damage or unpair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall umeasonably withireld, or unless exemining encuries asset which are beyond Borrower's control. Borrower shall not least one year after the date of o cupancy, uality lender otherwise agrees in withing, which consent shall not be the execution of this Security Instrument and share continue to occupy the Property as Borrower's principal residence for an Leaseholds. Borrower shall occupy establish, and use the Property as Borrower's principal residence within sixty days after nstrument immediately prior to the aspection. Stain grange and Protection of the Property: Borrower's Loan Application:

from damage to the Property prior with actionshion shall pass to Lender to the extent of the sums secured by this Security under pungraph 21 the Property 5, dequired by Lender, Borrower's right to any insurance policies and proceeds resulting postpone the due of the highly payments referred to in paragraphs I and 2 or change the amount of the payments. It Unless Lender and Box observables agree in writing, any application of proceeds to principal shall not extend or

the notice is given.

the Property or to pay some secured by this Security Instrument, whether or not then due. The 30-day period will began when offered to settle activity then I end () may collect the insurance proceeds. Using inserting the proceeds to negone Borrower abandon. The Property, or does not answer within 30 days a notice from Lender that the insurance carries has applied to the similar secured by this Security instrument, whether or not then due, with any excess paid to Borrower. It restoration or repair is not econom cally teasible or Lender's security would be lessened, the insurance proceeds shall be of the Property damaged, it the res oration or repair is economically leasible and Lender's security is not lessened. It the

Unless Lender and Borrowe, otherwise agree in writing, insurance proceeds shall be applied to restoration or repair cartier and Lender. Fender may make proof of loss it not made promptly by Borrower.

receipts of paid premiuns and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance Conder shall have the right to hold the policies and renowals. It I ender requires, Borrower shall promptly give to Lender all

esuals equipment bushing a solution that is bus republic to being the commence portion and the second mortgape I denote by the x -configuration of the I -configuration of the I -configuration of I -configuration I

approval which shall not be unreasonable withheld. It Borrower tails to maintain coverage described above. Lender may, at periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's floods or flooding, for which Lencer requires meaninger. This meaninger shall be mannamed in the amounts and for the Property insured against loss by Tue, bazards included within the term "extended coverage" and any other hazards, including 3. Hazard or Property his irince. Borrower shall keep the improvements now existing or hereafter erected on the

of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in heu 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 safa amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking 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 taw otherwise provides, the process 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 condemnor offers to make an award or settle a claim to camages, 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; Forbea arrec By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by fins Security Instrument granted by Lender to any successor in interest of 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 parvarance 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 Lie/h/ltx; Co-signers. The coverants and apreements of this Security Instrument shall bind and benefit the successors and assigns at 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, prant and convey that Borrower's interest in the Property under the terms of this Security Instrument (b) is not personally obligated to pay the sams secured by this Security Instrument; and (c) agrees that I ender 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
- f.3. 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 retund by reducing the principal owed in der toe Note or by making a direct payment to Borrower. It 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 debyering 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 tederal 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 of the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument of 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.

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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 payn ent 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.

It 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 Borrovær.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Bor ower 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 woigh 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 Iten of this Security Instrument, Lender's right 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 is if no acceleration had occurred. However, this right to reinstate shall in Carply in the case of acceleration under paragraph 17.

19. Sale of Note: Change of Login 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 it ay result in a change in the entity (known as the "Loan Servicer") that collects mortally payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer probled 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 a cordance 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 lay.

20. Hazardous Substances. Borrower shall not cause or permit the presence, ase, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall vot do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The precenting 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 cours, 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 Environ contail Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental itaw and the following substances: gasoline, kerosene, other flammable or axic 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 Infowing 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 a cecleration 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 incurved 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.

Form 3014 9/90 (page 5 of 6 pages)

	this Security Instrument, the covenants and	nent. If one or more riders are executed by I agreements of each such rider shall be income of this Security Instrument as if the rider	orporated into and shall amend and
	 ☐ Adjustable Rate Rider ☐ Graduated Payment Rider ☐ Balloon Rider ☐ Other(s) {specify} 	☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Rate Improvement Rider	1-4 Family Rider
	and in any rider(ste tecuted by Borrower an	ots and agrees to the terms and covenants conditions of the ferms and covenants conditions of the ferms and covenants conditions are conditions and covenants conditions and covenants conditions are conditions and covenants conditions and covenants conditions are conditionally conditi	(Seal) Borrower
چې ا	THE MOTI CITY	NANCY M. PUTLER Social Security Number	(Seal) -Borrower
		pace Below This Line For Acknowledgment}	
	a Notary Public in and for said county and since HIS WIFE. AS JOINT TENANTS personally known to me to be the same personal to the foregoing instrument, appearance in the same personal to the same perso	tate, certify thatROBERT L. BUTLER A on(s) whose name(s)	ND NANCY M. BUILLER, whered that
	My Commission expires: "OFFICIAL SEAL" Jan M. Pearson H:tary Fublic, Cook Covety, State of It My Commission Expires 7/17	allinois sicosis	N Paddy

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UNOFFICIAL COPY

1-4 FAMILY RIDER Assignment of Rents

	THIS 1-4 FAMILY	CRIDER is made th	251H	day of	JANUARY, 199)2
"Secu	cincorporated into ac irity (Instrument'') o	nd shall be deemed if the same date g	to amend and supple	ment the Mortgag	e. Deed of Trust or	Security Deed (the
FIRST	i' nat'ional ban	k of lagrange	, organized am Est burlingion	EXISTING UN	TER THE LAWS	OF THE
(the "l	Lender") of the same	date and covering t	the Property described 25	I in the Security In	strument and located	d at:
**** ********************************	KITEN THEWARD A.F. I. NACTOR	MINNEY ANT. MINN	Property Addre	· · · · · · · · · · · · · · · · · · ·		**********************

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, wa er, 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 aindows, 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 beened 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 as the "Property."
- B. USE OF PROPERTY: COMPLIANCE WITH LAW, incrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in a riting 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 tien inferior to the Security Instrument to be perfected against the Property without Lender's prior write a permission.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against repriless 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 in Celeted.
- 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 coverants 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 at direvenues ("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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BY SIGNING BELOW, Borrower accepts and detects and for terms and provisions contained in this 1-4 Family Rider.

Security Instrument.

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

L. CROSS-DEFAULT PROVISION Sectioner'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 teniedy of Lender. This assignment of Rents of the Property shall terminate when

judicially appointed receiver nay do so at any time when a default occurs. Any application of Rents shall not cure or waive maintain the Property be one of after giving notice of default to Borrower. However, Lender, or Lender's agents on a Lender, or Lender's exents or a judicially appointed receiver, shall not be required to enter upon, take control of or

not perform any 8.1 that would prevent Lender from exercising its rights under this paragraph. Borrower represents and warrants that Botrower has not executed any prior assignment of the Rents and has not and will

secured by the Security Instrument pursuant to Uniform Covenant 3.

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

spowing 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 (vi) 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 premiunts, taxes, assessments and other charges on the Property, managing the Property and collecting the Rents, including, but not limited to, attomey'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 dentand 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 Bottower: (i) all Rents received by Bottower shall be held by Bottower as trustee for

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