

UNOFFICIAL COPY

92158281

LOAN NUMBER: 6386601

RETURN TO: UNITED SAVINGS ASSN OF TEXAS FSB

1301 BASSWOOD

SCHAUMBURG, IL 60173

1992 MAR 11 PM 3:44

92158281

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 06, 1992. The mortgagor is PABLO PATINO AND ESTHER PATINO, HUSBAND AND WIFE.

THIS SECURITY INSTRUMENT SECURES THE DEBT OWED BY BORROWER TO LENDER. BORROWER IS THE PERSON OR PERSONS OBLIGATED TO PAY THE DEBT. LENDER IS THE PERSON OR PERSONS ENTITLED TO RECEIVE PAYMENT OF THE DEBT. BORROWER IS KNOWN AS THE "Borrower". This Security Instrument is given to UNITED SAVINGS ASSN OF TEXAS FSB.

LENDER IS THE PERSON OR PERSONS RECEIVING PAYMENT OF THE DEBT. LENDER IS KNOWN AS THE "Lender". Borrower owes Lender the principal sum of ONE HUNDRED TWENTY THOUSAND AND 00/100 Dollars (U.S. \$ 120000.00).

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 APRIL 01, 2022. 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:

THE SOUTH 40 FEET OF THE NORTH 120.33 FEET OF LOT 8 IN BLOCK 15 IN MARY E. AND HYMAN'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 39, NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.T.I.N.: 16-20-335-021-0000



350

which has the address of 21C7 SOUTH 61ST AVENUE [Street/City],
Illinois 60650 [Zip Code] ("Property Address");

ILLINOIS - Single Family • Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP MORTGAGE FORMS • (313)293-8100 • (800)521-7281

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Initials: **PP**

ER

BOX 222

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of the Recoures set forth above within 10 days of the giving of notice. Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more steps to remove it. Lender may demand that any part of the Property is subject to a lien which may attain priority over this instrument or the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender's opinion to prevent the enforcement of the lien, or (d) secures from the holder of the lien in a manner acceptable to Lender, (b) conveys in good faith the lien by, or deeds against the payee of the obligation secured by the lien to Lender; (b) conveys in good faith the lien writing to the payee of the instrument or the payee of the instrument to Lender; (a) agrees in writing to the payee of the instrument to Lender that he has priority over this Security Instrument unless Borrower:

Borrower makes these payments directly to Lender receiving payment in full to Lender reciting the payments. Borrower shall promptly pay all taxes which has priority over this Security Instrument to Lender reciting the payments. Person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the which may attain priority over this Security Instrument, and leasehold payments payable to any Borrower shall pay these which may attain priority over this Security Instrument, leases, assessments, charges, fines and impositions attributable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs Security Instrument.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges due under the Note.

Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this held by Lender. It, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds monthly payments, at Lender's sole discretion.

To Lender, amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than twelve not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender at any time is made. If the Funds held by Lender exceed the amounts permitted to be held by, applicable law, Lender shall account to Borrower for the amount additional security for all sums secured by this Security Instrument.

The Funds are pledged as additional security for all sums secured by this Security Instrument made. The Funds are held by Lender in writing, however, that interests shall be paid on the Funds and the purpose for which each debt to the Funds was annual accounting of the Funds, showing credits and debts to the Funds and the purpose for which each debt to the Funds was Lender may agree to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds, Borrower and requires interest to be paid, Lender shall not be required to pay the Funds and the purpose for which each debt to the Funds was Lender in connection with this loan, unless applicable law provides otherwise. Unless an independent real estate tax reporting service used by However, Lender may require Borrower to pay a same charge for an independent law permits Lender to make such a charge. the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to pay the Funds to pay the Escrow Items, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow Items, unless Lender is such an agency, institution, or entity (including The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity otherwise in accordance with applicable law.

estimable the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or amount if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may amend from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser mortgage loan may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related Lender may, at any time, collect and hold the Funds under the federal Real Estate Settlement Procedures Act of 1974 as provisions of paragraph 8, in lieu of the payment of mortgagelife premiums. These items are called "Escrow Items." Any yearly mortgage insurance premiums, if any; and (d) any sums payable by Borrower to Lender, in accordance with the or ground rents on the Property, if any; (e) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the and assessments which may attach over this Security Instrument, as a lien on the funds ("Funds") for (a) yearly taxes Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform covenants for nodal use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real 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.

ALL OF THE foregoing is referred to in this Security Instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, all improvements and addititons shall also be covered by this Security Instrument, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All improvements and addititons shall also be covered by this Security Instrument, and

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

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

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

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

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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 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.

Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it to Borrower at the address listed herein or to any other address Borrower designates by notice to Borrower. Any notice provided for in this Security

DONATION: If a certain person happens physically, the donation will be given by his/her next of kin.

13. **Loan Charges.** If the loan secured by this Security Instrument is subjected 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 of such law to reduce the charge to the permitted limits; (b) any sums already collected from Borrower which exceeded permitted limits shall be refunded by the amount of such law to reduce the charge to the permitted limits; (c) any such loan charge shall be treated as a partial prepayment without any charge to the principal owed under the Note or by making a direct payment to Lender, or by refunding the principal owed under the Note if a refund reduces principal to make this choose to make this reduction by refunding 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 charge to the principal paid by Lender.

make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covanants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgagee, (b) is not personally liable under the terms of this Security Instrument, (c) is not personally obligated to pay the sums secured by this Security Instrument; and (d) agrees that Lender and any other Borrower may agree to extend, modify, or replace or

In this case, many factors may contribute to the lack of effectiveness of the remedy.

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 Lender or Borrower or Borrower's successors in interest of Borrower under this Security Instrument by reason of the failure of any such successor to pay the principal or interest when due.

Other less formalized and more ad hoc forms of communication or exchange may also be used, such as telephone calls, fax messages, e-mail, and so on.

is authorized to conduct and apply the procedure, in its opinion, cannot be satisfied or relieved of this responsibility by this Security Instrument, or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to resolution or repair of the Property or to the sums secured.

Proprietary information is less than the amount of the sums secured immediately before the taking, unless otherwise agreed in writing or unless applicable law otherwise provides, the proceeds shall be applied to the Borrower and Lender, otherwise in the manner set forth in the Note.

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 total taking of the property, the proceeds shall be applied to the sums secured by this instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the property in which the fair market value of the property immediately before the taking is equal to or greater than the amount of the sums secured by this instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of

condemnation or quietus, barring of any part of the property, or for convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or taking of any part of the property of the Company by the State or any political subdivision, or by any other authority, shall be paid to the Company in full of all claims against it for damages, except as otherwise provided in the order of condemnation.

Insurance ends in accordance with any written agreement between Rentowers and Lender or applicable law.

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 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 premiums ceases.

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Date: _____

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16. Borrower's Copy. Borrower shall be given one conforming 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 instrument. If Lender exercises this option, Lender shall further require of Borrower that 30 days from the date notice of acceleration is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument.
18. Borrower's Right to Remit. If Borrower meets certain conditions, Borrower shall have the right to have by this Security Instrument without further notice or demand on Borrower.
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 controls the Note and this Security instrument. Lender may also sell the Note to another under paragraph 17.
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 or other remedial actions in accordance with Environmental Law, removal of which Borrower has actual knowledge, if Borrower's property invades the Property and any government agency or private entity claims, or is notified by any government agency affecting the Property, that any removal or other remedial actions in accordance with Environmental Law, removal of any Hazardous Substances that are necessary to remove the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
21. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerate, on 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) any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise).
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to, reasonable attorney fees and costs of title evidence.
23. Waiver of Homestead. Borrower waives all right of homestead exception in the Property, without charge to Borrower. Borrower shall pay any recording costs.

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

- Adjustable Rate Rider Condominium Rider
 Graduated Payment Rider Planned Unit Development Rider
 Balloon Rider Rate Improvement Rider
 V.A. Rider Other(s) [specify] _____

- 1-4 Family Rider
 Biweekly Payment Rider
 Second Home Rider

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.

Witnesses:

Pablo Patino (Seal)
PABLO PATINO
Social Security Number 356-66-6042

-Borrower

Esther Patino (Seal)
ESTHER PATINO
Social Security Number 332-76-0160

-Borrower

Social Security Number
STATE OF ILLINOIS,

(Seal)
-Borrower

Social Security Number
County ss:
COOK

(Seal)
-Borrower

I, the undersigned, a Notary Public in and for said county and state do hereby certify that

PABLO PATINO AND ESTHER PATINO, HUSBAND AND WIFE.

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

OFFICIAL SEAL
VANESSA A.
Notary Public, State of Illinois
My Commission Expires 5/13/2011

Notary Public

10th day of March 1992
Patino

This Instrument was prepared by: JOANNE ALITTO

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LOAN NUMBER: 6386601

1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 6TH day of MARCH, 1992, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

UNITED SAVINGS ASSN OF TEXAS FSB
of the same date and covering the Property described in the Security Instrument and located at:

2107 SOUTH 61ST AVENUE, CICERO, IL 60650
[Property Address]

(the "Lender")

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

MULTISTATE 1-4 FAMILY RIDER-Fannie Mae/Freddie Mac Uniform Instrument

Form 3170 9/90

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-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

PATRICK PATRICK

PATRICK PATRICK

Rider,
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family
remedies permitted by the Security Instrument
which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the
I. CROSS-DEFALKT PROVISION

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's
agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rent
shall not cure or waive any default or remedy of Lender. This assignment of Rents
shall not cure any default or invalidity of the Security Instrument or any other right or remedy of Lender.

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

Borrower to Lender secured by the Security Instrument pursuant to Uniform Convenant.

Precepy and of collecting the Rents as funds expended by Lender for such purposes shall become indebtedness of
If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the
inadequacy of the Property as security.

If Lender gives notice of breach to Borrower: (i) All Rents received by Borrower shall be held by Borrower as
trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall
be entitled to collect and receive all of the Rents of the Property; (iii) 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; (iv) 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, legal and maintenance costs, insurance
premiums, taxes, assessments and other charges on the Property, and then to the sums accrued by the Security
Instrument; (v) Lender's agents or any judicially appointed receiver shall be liable to account for only those
Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and
manage the Property and collect the Rents and other charges on the Property, and then to the sums showing as to the
Rents expended by Lender to collect the Rents and profits derived from the Property without any showing as to the
Rents actually received, and (vii) Lender's agents or any judicially appointed receiver shall be liable to account for only those
Rents expended by Lender to collect the Rents and other charges on the Property, and then to the sums showing as to the
Rents actually received.

If Lender gives notice of breach to Borrower: (i) All Rents received by Borrower shall be held by Borrower as
trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument only.
Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the
Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's
agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's
agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to
paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be
paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an
easement for additional security only.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.