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COOK COUNTY, ILLINOIS
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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 2 , 19 93. The mortgagor is Natividad Loredo and Juana M. Loredo, his wife ("Borrower"). This Security Instrument is given to Banco Popular de Puerto Rico....., which is organized and existing under the laws of Commonwealth of Puerto Rico....., and whose address is 2525 N. Kedzie..... Chicago, Illinois 60647..... ("Lender"). Borrower owes Lender the principal sum of One Hundred Eighteen Thousand***** Dollars (U.S. \$ 118,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on July 1, 2023..... This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook..... County, Illinois:

Lot 38 in Block 1 in Overfield's Addition to Chicago Being a Subdivision of the North West 1/4 of the North West 1/4 of the South East 1/4 of Section 27, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

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which has the address of 4338 West Parker Avenue , Chicago ,
[Street] [City]
Illinois 60639 ("Property Address");
[Zip Code]

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.

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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 coverage, and any other hazards, for the periods that Lender requires. The insurance carrier, Borrower shall be chosen by Borrower subject to Lender's approval which shall not be unreasonable 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.

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; or (b) consents in good faith to thelien by, or defers agreement concerning payment of the obligation secured by the lien in, legal proceedings which Lender may bring to the lien by, or before any holder of the lien in, or (c) secures from the holder of the lien an agreement to Lender to satisfy the lien prior to the filing of a complaint in any action or proceeding to collect on the lien.

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.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to Borrower any Funds held by Lender, [] under Paragraph 2, 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 received 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 is not sufficient to pay the Escrow Items as set forth above, 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.

UNIFORM COVENANTS. Borrower and Lender covenants and agree as follows:

1. Payment of Principal and Interest; Prepayment; Covenants. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayments 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 attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) 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 provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items".

Estates Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 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 amounts not to exceed the lesser amount. Funds due on the basis of other data or circumstances in accordance with applicable law.

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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)]

- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input checked="" type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

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:

Natividad Loredo(Seal)
Natividad Loredo—Borrower

Social Security Number..... 347-44-6636

Juana M. Loredo(Seal)
Juana M. Loredo—Borrower

Social Security Number..... 584-20-5537

[Space below This Line For Acknowledgment]

STATE OF ILLINOIS,.....Cook.....County ss:

I.....the undersigned.....a Notary Public in and for said county and state,
do hereby certify that Natividad Loredo, and, Juana, M., Loredo, his wife.....
.....are.....personally known to me to be the same person (s) whose name (s) are.....
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged thatt, he y.....
signed and delivered the said instrument astheir.....free and voluntary act, for the uses and purposes therein
set forth.

Given under my hand and official seal, this2nd.....day ofJune....., 1993.....

My Commission expires:

"OFFICIAL SEAL"
Evelyn Rodriguez,
Notary Public, State of Illinois
My Commission Expires 11/5/95

Evelyn Rodriguez
Notary Public

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

4338 West Parker, Chicago, IL. 60639

Evelyn Rodriguez

This instrument was prepared by

2525 N. Kedzie, Chicago, IL. 60647

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Y

NAME

Banco Popular de Puerto Rico
2525 North Kedzie
Chicago, Illinois 60639

STREET

CITY

INSTRUCTIONS

OR

BOX 333

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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 security documents 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.

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 to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect his or her interest in the Property. In addition, Lender may include paying any sums secured by a lien which has priority over his or her security instrument, appurtenant actions may include paying any sums secured by a lien which has priority over his or her security instrument, fees and expenses incurred on the Project to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

6. Occupancy, Reservation, Lien, Mortgagelaw and Right of Sale; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as his own residence or business office, unless Lessee has the right to require him to leave at any time upon written notice. After the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence within sixty days for at least one year after the date of occupancy, unless Lessee demands otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless circumstances exist which are beyond Borrower's control. Borrower shall not be destroyed, damaged or impaired the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action is proceeded, whether civil or criminal, is begun that in Lessee's good faith judgment could result in forfeiture of the Property, or otherwise materially impair the lien created by this Security Instrument in Lessee's favor. In any forfeiture action, or proceeding, whether civil or criminal, it is agreed that in Lessee's good faith judgment security interests, Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action to proceed with a ruling that, in Lessee'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 Lessee'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 Lessee (or failed to provide Lessee with any material information) in connection with the loan application or closing, 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 as evidenced by the Note, including, but not limited to, covenants and conditions occupying Borrower's occupancy of the property as a principal residence. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lessee agrees to the merger in writing.

Unless Lennder 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 Lennder, Borrower's right to any insurance policies and exceeds resulting from damage to the Property prior to the acquisition shall pass to Lennder to the extent of the sums secured by this Security instrument until the date of the acquisition.

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 promptly notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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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 lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only 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 limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

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

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural

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23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

Instrument without charge to Borrower. Borrower shall pay any recording costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security instrument without charge to Borrower.

This paragraph 21, including, but not limited to, reasonable attorney fees and costs of title evidence, is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney fees and costs of title evidence.

21. Acceleration; Remedies. Lender shall give notice to Borrower of any other acceleration after the right to reinstate after acceleration by judicial proceeding and sale of the Property. The notice of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property, shall further inform Borrower of the right to reinstate after acceleration and sale of the Property, be cured; and (d) that failure to cure the date default on or before the date specified in the notice may result in acceleration, by which the default must be cured; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default unless applicable law provides otherwise). The notice shall specify: (a) the action required to cure the breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise); (b) the date acceleration is to occur the following Borrower's

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

that relate to health, safety or environmental protection.

used in this paragraph 20, "Environmental Law," means federal laws and laws of the jurisdiction where the Property is located

pesticides and herbicides, volatile solvents, materials containing asbestos or lead, radioactive materials, toxic by Environmental Law and the following substances: gasoline, kerosene, oil, flammable or toxic petroleum products, toxic

As used in this paragraph 20, "Hazardous Substances," are those substances defined as toxic or hazardous substances

Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

Environmental authority of which Borrower has actual knowledge. If Borrower learns, or is notified by any government or regulatory agency or private party involving the Property and any Hazardous Substance or any government agency of any investigation, claim, demand, lawsuit or other action by

Borrower shall promptly give Lender notice of any investigation, claim, demand, lawsuit or other action by

to normal residential uses and to maintenance of the Property.

use, or storage on the Property of small quantities of Hazardous Substances that are generally applicable to the presence, of any Environmental Law. The preceding two sentences shall not apply to the handling of any Hazardous Substances or in the Property. 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 cause or permit the presence, use, disposal, storage, or release

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release

The notice will also contain any other information required by 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 be given to the change in accordance with paragraph 14 above and applicable law.

Also may be one or more changes, that collects monthly payments due under the Note and this Security Instrument. There also may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity

(known as the "Loan Servicer"), that collects monthly payments due under the Note and this Security Instrument. There instrument may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity

19. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security

right to reinstate shall not apply in the case of acceleration under paragraph 17.

Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this

the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security instrument to assure that he is in the Note, Lender's rights in the Property and Borrower's obligation to pay

Instrument, including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably occur; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower

Security instrument disclaimed at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for remittances) before sale of the Property pursuant to any power of sale contained in this instrument; or (b) entry of a judgment disclaiming this Security Instrument and the Note as if no acceleration had occurred.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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 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.

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1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 2nd day of June, 1993, 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 Banco Popular de Puerto Rico..... (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

4338 West Parker Avenue, Chicago, Illinois 60639

[Property Address]

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

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

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

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

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

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

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

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

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the 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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Form 3170 G100 (page 2 of 2 pages)

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John M. Lotrada
Borrower
(Seal)

John M. Lotrada
Borrower
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 14 Family Rider.

I. CROSS-DEFAULT PROVISION. Borrower's 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 shall terminate when all the sums secured by the Security Instrument are paid in full, or a judicially appointed receiver, may do so at any time when a default occurs. Any application of rents of or a judgment before or after giving notice of default to Borrower. However, Lender, or Lender's agents or Lender's agents or a receiver, 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 receiver, or Lender's agents or a judicially appointed receiver, shall not be required to prevent Lender from exercising its rights under this paragraph.

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

Lender secures by the Security Instrument pursuant to Uniform Coverage Law.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security, Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the amounts of any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi)

and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments, receipts, premiums on receiver's bonds, repairing the Property, but not limited to, attorney's fees,

of taking control of and managing the Property and collecting the Rents, including, but not limited to, the costs of public law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless ap-

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 received by Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled for the benefit of Lender only, to receive all of the Rents of the Property;

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