

# UNOFFICIAL COPY

CMIL  
003790193

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

DEPT-01 RECORDING 135.00  
T\$0000 TRAN 2389 07/07/93 10:47:00  
19090 \* -93-518540  
93518540. COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 30TH, 1993  
The mortgagor is FRANCISCO MARTINEZ, A BACHELOR AND SANTOS MARTINEZ, A  
BACHELOR AND BERTOLUINO MARTINEZ AND MARIA MARTINEZ, HUSBAND AND  
WIFE ("Borrower"). This Security Instrument is given to  
BANK UNITED OF TEXAS FSB  
which is organized and existing under the laws of THE UNITED STATES, and whose address is  
3200 SOUTHWEST FREEDWAY, HOUSTON, TEXAS 77027

93-1725

INT. SEC. EA  
B M  
M M  
AUGUST

(Lender). Borrower owes Lender the principal sum of  
ONE HUNDRED FOURTEEN THOUSAND AND 00/100  
Dollars (U.S. \$ 114000.00). 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  
XXXX 1ST, 2008. 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 1 IN THE NORTH 10 FEET OF LOT 2 IN BLOCK 3 IN BAKER'S  
SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH 1/2 OF LOT 15 IN  
DAVLIN, KELLY, CARROL'S SUBDIVISION OF THE NORTHWEST 1/4 OF  
SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN CHICAGO, COOK COUNTY, ILLINOIS.

P.L.N.: 13-26-119-030

Office

93518540

which has the address of 2928 NORTH SPRINGFIELD AVENUE  
[Street]  
Illinois 60618 ("Property Address");  
[Zip Code]

CHICAGO  
[City]

35 END

ILLINOIS Single Family - Fannie Mae-Freddie Mac UNIFORM INSTRUMENT  
ITEM 1070 (9292)

Form 0014 9/90 (page 1 of 6 pages)  
Great Lakes Business Forms, Inc.  
To Order Call 1-800-540-5901 • FAX 416-791-1111

Box 64

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Form 3011 09-06-11

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing 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 amount and for the term of the action set forth above within 10 days of the giving of notice.

4. **Charges, Taxes.** Borrower shall pay all taxes, assessments, charges, taxes and impositions attributable to the Property which may arise during the term of this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay those obligations in the manner provided in in that manner. Borrower shall pay them on time through to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraph 2 and 3 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.

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments at Lender's sole discretion.

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 payments of ground rents on the Property, if any; (b) yearly hazard or property insurance premiums; (c) yearly flood taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (d) yearly household payments of ground rents on the Property, if any; and (e) 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". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 C.F.R. § 2001.7(a)(1)(K)(i)(vii), unless another law that applies to the Funds is a lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of time, labor, items or otherwise in accordance with applicable law.

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.

THIS SECURITY INSTRUMENT continues uniform covenants for national 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, mortgage warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

FOR OTHER 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."

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.

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... (unofficial copy) ...

... of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days after the date of its ...

**18. Borrower's Right to Reinvest.** If Borrower meets certain conditions, Borrower shall have the right to have ...  
**19. Transfer of the Property or a Beneficial Interest in Borrower.** If Borrower fails to pay the amount of this Security Instrument ...

**20. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in ...

**21. Governing Law; Severability.** This Security Instrument shall be governed by federal law, and the law of the ...

**22. Notices.** Any notice to Borrower provided by this Security Instrument shall be given by delivering it or by ...

**23. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan ...

**24. Successors and Assigns; Joint and Several Liability; Co-signers.** The covenants and agreements of this ...

**25. Borrower Not Released; Forfeiture.** Forfeiture by Lender Not a Waiver. Extension of the time for payment or ...

**26. Borrower's Lien on Property.** The lien of this Security Instrument shall be paid to the terms of this Security Instrument ...

**27. Subsequent Lending.** Borrower hereby agrees that if it agrees to make this loan, the amount of the loan shall ...

**28. Waiver of Remedies.** Borrower hereby agrees to waive any and all remedies it may have under or by virtue of ...

**29. Assignment.** Borrower hereby agrees that it assigns to Lender and any other person or entity, in whole or in part, ...

**30. Waiver of Defenses.** Borrower hereby agrees to waive any and all defenses it may have to the payment or ...

**31. Waiver of Exhaustion of Remedies.** Borrower hereby agrees that it waives its right to exhaust its remedies ...

**32. Waiver of Privity of Contract.** Borrower hereby agrees to waive its right to assert any defense based on ...

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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 (b), 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 restate, 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 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

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

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, material containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand, and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

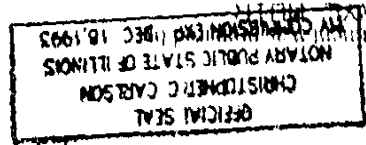
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Form 3014 9/90 (jurisdiction)

1501 N. BASSWOOD, 4TH FLOOR, SCHAMBRIDGE, IL 60173



Notary Public

*Christmeh C. Carlson*

My Commission Expires:

Given under my hand and official seal, this

30th day of June, 1993

both

and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes therein set

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **THEY** signed

personally known to me to be the same persons whose names **ARE**

do hereby certify that **FRANCISCO MARTINEZ AND SANITIS MARTINEZ AND BERTOLDINO MARTINEZ AND MARIA MARTINEZ**

a Notary Public in and for said county and state,

**THE UNDERSIGNED**

County ss:

STATE OF ILLINOIS, *Cook*

(Seal) Borrower

*Sanitis Martinez*  
SANITIS MARTINEZ

(Seal) Borrower

*Maria Martinez*  
MARIA MARTINEZ

(Seal) Borrower

*Francisco Martinez*  
FRANCISCO MARTINEZ

(Seal) Borrower

*Bertoldino Martinez*  
BERTOLDINO MARTINEZ

Witness

*Robt. D. [Signature]*  
Witness

BY SIGNING HEREON, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any riders executed by Borrower and recorded with it.

[Others (Specify)]

[Balloon Rider]

[Graduated Payment Rider]

[Adjustable Rate Rider]

[Rate Improvement Rider]

[Planned Unit Development Rider]

[Cocubation Rider]

[Second Home Rider]

[Weekly Payment Rider]

[Family Rider]

[Check applicable boxes]

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 riders were a part of this Security Instrument.

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## 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this \_\_\_\_\_ day of \_\_\_\_\_, 2007, 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 \_\_\_\_\_ (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

\_\_\_\_\_ (Property Address)

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

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

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

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

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

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

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

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

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

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(Seal) Borrower *Mona M. ...*

(Seal) Borrower *Barbara ...*

(Seal) Borrower *...*

(Seal) Borrower *...*

1-4 Family Rider

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

Instrument.

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

**1. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an

all the sums secured by the Security Instrument, are paid in full.

any default or invalidate any other right or remedy of Lender. This assignment of Kents of the Property shall terminate when

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

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

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

not perform any act that would prevent Lender from exercising its rights under this paragraph.

Borrower represents and warrants that Borrower has not exercised any prior assignment of the Kents and has not and will

secured by the Security Instrument pursuant to Uniform Covenant 7

collecting the Kents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender

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

showing as to the inadequacy of the Property as security.

to take possession of and manage the Property and collect the Kents and profits derived from the Property without a

shall be liable to account for only those Kents 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 premiums, taxes, assessments and other charges on the Property,

managing the Property and collecting the Kents, including, but not limited to, attorney's fees, receiver's fees, premiums on

otherwise, all Kents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and

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

collect and receive all of the Kents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Kents

the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to

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

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

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

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