AFTER RECORDING MAIL TO

ROYAL MORIGAGE, AN AFFICIATE OF AMERIFUND BIL LAGRANGE RD FRANKFORT, IL 60423

\*:

LOÁN NO 05 613927

93529732

Space Above This Line For Flecording Data

THIS MORTGAGE ("Security Instrument") is given on [Jacky 7]. 1.9.9.3 DRESTES VAZQUEZ and IREHL VAZQUEZ, HUSBAND AND WILL . The mortgagor is

("Borrower").

This Security Instrument is given to ROYAL MORTGAGE, AN ALELEATE OF AMERIFURD .

FINARCIAL CORPORATION which is organized and existing under the taws of FRI STATE OF ORIGINAL

, and whose address is ("Londor")

611 | AGRANGE CO. FRANCEORE, 31 60423 ("Lond: Borrower owes Lenderth principal sum of Entry Three Thousand Five Hundred Collars and no/100

). This dobt is

Dollars (U.S. \$ 5 ) , 5 0 0 | 0 0 evidenced by Borrower's goto dated the same date as this Security instrument ("Note"), which provides for monthly payments, with the full debt (i) not paid earlier, due and payable on August 1... / 0.0 m. 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 payment of Borrower's coverest and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described properly is cated in 1000 k County, Illinols:

TOT 15 (EXCIPT THE MORTH 20 EET THEREOF) AND LOT TO IN BLOCK 12, IN AVONDALE, BLING PHILPOT'S SUBSTITUTE OF THE MORTH WEST 174 OF THE HOLD HORTH WEST THE MORTH

PI.N. 13-26-204-033.

County Cler 

which has the address of

CHRISILANA

CHICAGO (WIY)

i#Incia 60618 (Zip Code)

[Street] ("Property Address");

TOGETHER WITH all the Improvements now or hereafter erected on the property, and all casements. 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 of the "Property."

BORROWER COVENANTS that Borrower is lawfully selsed of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encur, or unces of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, at oject to any encumbrances of record.

Illinois-single family-fnma/fhlmc uniform instrument ISC/CMDTIL//0491/3014(9-90)-L PAGE 1 OF 6

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THIS SECURITY INSTRUMENT combines uniform coverants for national use find non-uniform coverants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Londer covenant and agree as follows:

- Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due
  the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the
  Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a flee on the Property; (b) yearly teasehold 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 promisms, if any, and (f) any sums payable by fleerower to Lender, in accordance with the provisions of panagraph 8, in flee of the payment of mortgage insurance premiums. Those 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 loss may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1973 as amended from time to time. 12 U.S.C. \$2004 of ("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 of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shell to held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Leader, is 1 ander is such an institution) or in any Federal Home Lean Bank. Londer shall apply the Funds to pay the Escrow Items, Lender may not charge Borrower for helding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower Interest on the Funds and applicable law permits Lender to make analysis a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate that populing sortice used by Lender in connection with this loan, unless applicable law provides otherwise. Unless the grooment is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing creates and debits with Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

If the Funds held by Lender excend to remounts 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 Londer 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 revinents, at Lender's sole discretion.

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

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any propayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and is a shold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph? 2, or if not paid in that manner, Borrower shall pay them on time directly to the porson 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 shall promptly furnish to Lender receipts evidencing the payments.

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

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or for after prected 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 Gorrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower falls to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with puragraph 7.

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All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Eender 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 tessened. If the restoration or repair is not economically feasible or Lunder'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 Londer 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. Land 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. Occupantly, 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 your after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasoned'y virithiseld, or unless extenuating circumstances exist which are beyond Borrower's control Borrower shall not desire, "coming 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 co. Id result in forfeiture of the Property or otherwise materially impair the flen 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 Iten 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 falled to provide Lender with any material information) in do need on with the loan evidenced by the Note, including, but not limited to representations concerning Borrower's occurancy 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 it Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unit as Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower falls 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 flen which has priority over this Security Instrument, appearing in court, paying reasonable altor neys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 2. Conder 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 or my 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 only 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 mortgage insurance crowings in other, at a cost mortgage insurer approved by Lender. If substantially equivalent mortgage insurance crowings is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being pulled by Borrower when the insurance coverage lapsed or cased to be in effect. Lender will ricce at, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer. The required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the prumitums 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.

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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 fleu 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 inmediately 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 Lander to Borrower that the condemnor offers to make an award or sottle a claim for damages, Borrower fails to respond to Londer 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 Lenduced 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 received: Forbearance By Lander Not a Walver. 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 domand 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 walve; of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The coverants and agreements of this Security Instrument shall bind and benefic the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's coverants 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 merce 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 faw 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) rey such foan 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 they 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 inder 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 matted. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lander. Any notice to Londer shall be given by first class mail to Lender's address stated herein or any other address Lender, Gasignates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given in Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by forteral law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of it is 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.

18. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Sccurity 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

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secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of. (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower. (a) pays Lender all sums 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 coverants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable alterneys fees, and (d) takes such action as Lender may reasonably require to assure that the flen of this Security Instrument, Lender's rights in the Property and Berrower'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 "Lo. in 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 hame and address of the now Loan Servicer and the address to which payments should be made. The notice will as a 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 Lentler violation 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 rictual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remodation 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 Sut stringes" are those substances defined as toxic or hazardous substances by Environmental Law and the following redstances: gasoline, kerosene, other flammable or toxic petroloum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Inviconmental 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 Londer for he, covenant and agree as follows:

- 21. Acceleration; Remedies. Lender shall give notice to 3c/rower 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 appoint; (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the incide is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or petors the date specified in the notice may result in acceleration of the sums secured by this Security instrument, ore blosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to relinate 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 and collect 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 afterneys' tees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Society Instrument, Lender shall release this Society 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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### **UNOFFICIAL COPY**

LOAN NO. 05 613927

### 1-4 FAMILY RIDER

**Ausignment of Flents** 

THIS 1-4 FAMILY RIDER is made this 2nd day of July, 1993 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Dead of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to ROYAL MORTGAGE, AN AFFILIATE OF AMERIFUND, FINANCIAL CORPORATION , (the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

3120 N. CHRISTIANA, CHICAGO, IL 60610

[Property Address]

- 1-4 FAMILY COVENANTS. In addition to the covenante 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 rise are with incomplete the Property covered by the Security Instrument. building materials, appliances and goods of every rise are made on 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 closels, sinks, ranges, stoves, refrigerators, dishwasiters, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cubinets, 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 lefated to in this 1-4 Pamily Rider and the Security Instrument as the "Property."
- C. SUBORDINATE LIENS. Except as permitted by federal (aw. 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 material/) 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 Sorrower 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 5 shall remain in effect.
- G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shott uselign 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 moun "publisses" if the Security instrument is on a leasehold.

MULTISTATE 1-4 FAMILY RIDER-FNMA/FHLMO UNITORM INSTRUMENT ISO/CRIO+\*//0392/3170(08-60)-L PAGE 1 OF 2 PORM \$170 6/80

## **UNOFFICIAL COPY**

LOAN NO 05-613927

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECFIVER; I ENDER IN POSSESSION. Romwer absolutely and unconditionally assigns and transfers to bender all the rents and revenues ("Rents") of the Property, regardless of to whom this Bents of the Property are payable. Borrower authorizes Lender or Lander's agents to collect the Bents, and agrees that each tonics of the Property shall pay the Bonts to Lander's agents to collect the Rents, and agrees that each tonast of the Property shall pay the Rents to Lander or Lender's agents. However, Borrower shall receive the Borts until (i) Lander has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lander has given notice to the tenant(s) that the Rents are to be paid to trender a given. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trusten for the benefit of Lander only, to be applied to the some security instrument; (ii) Lender shall be entitled to collect and receive all of the Hents of the Property; (iii) Borrower agrees that each tenant of the Property shall be a lander on a state of the Property shall be accent.

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 Londer's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Bents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's consoling to maintain including, but not milited to, antitring a teat, retaining a teat, including the bonds, repull and maintanance costs, insurance premisima, taxase, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) I ender, 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 promit derived from the Property without any showing as to the Inadequacy of the Property as **BECUFITY** 

If the Bents of the Troopty are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Bents any fundy expended by Lender for such purposes shall become

indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

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

paragraph

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Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or visit a any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property (in it reminate when all the sums secured by the Security instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borlowr, a default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

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

ORESTES VAZQUEZ CASSER	(Sean
ORESTES VAZQUEZ	-Borrower
TRENE VAZQUEZ	(Seef) rewortod:
	-Bornower
	(lae8) rewornode

multistate 1-4 family rider-fnma/fhlmc uniform instrument ISC/CRID\*\*//0302/\$170(09-90)-L PAGE 2 OF 2

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24. Riders to this Security Instrument, with this Security Instrument, the covenants amend and supplement the covenants and a Security Instrument. (Check applicable box	igreements of this Security Instrument as If	Incorporated into and shall
( }Adjustable flate fikter    Graduated Payment fikter  }Belloon fikter    Other(s) [spec#y]	L   Condominium Bidar      Planned Unit Devolopment Bidar        Bata Improvement Bidar	i <sup>x</sup> i 1- 4 Family Rider     Biweeldy Payment Rider     Second Home Rider
BY SIGNING BELOW, Borrower accepts Instrument and in any rider(s) executed by B	s and agrees to the terms and covenants of forrower and recorded with It.	ontained in this Security
Mingage Charley	Social Socurity Number	
Live Color Region	Social Security Number	129 52 1159
700	(Seal)	(Beal)
Social Security Number	Social Security Number	
STATE OF ILLINOIS,  1. The UNDERSTANCE THAT DRESTES VAZQUEZ and TREA	Below This Line For Asknowledgment]————————————————————————————————————	
personally known to me to be the same personally known to me to be the same person, and acknowled the line of free and voluntary act, for the us.  Given under my hand and official seal, the	on(i) v/hose name(s) subscribed to the foreiged that it here signed and deliverees and purposes therein set forth.	
My Commission expires: 4/14/9-7	Nutry Public	all sign
This Instrument was prepared by: Chris	"OFFI	CIAL SEAL" L. Millaney ic. State of Illinois s Expires April 10, 1987
		L. Millaney ic, State of Hillsois s Expires April 10, 1987

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