

UNOFFICIAL COPY

AFTER RECORDING MAIL TO
OLD KENT BANK AND TRUST COMPANY
28 NORTH GROVE AVENUE
ELGIN, ILLINOIS 60120
TRACY RADGABODY, ATR

93599584

LOAN NO. 1517484

DEPT 01 RECORDING \$6.00
Mortg. Trm 2448 08/07/75 12/11/2000
18303 3 2 4 1992584

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on January 1, 1991, by PATRICK G. GLENNIE and ROSE ANN GLENNIE, husband and wife,

The mortgagors

("Borrower").

This Security Instrument is given to OLD KENT BANK AND TRUST COMPANY,

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 150 N. MILWAUKEE AVE., SUITE 105, MILWAUKEE, WI 53202. ("Lender").

Borrower owes Lender the principal sum of One Thousand and Eight

Stamned Dollars (\$1,088.00) Dollars (U.S. \$1,088.00). 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 January 1, 2021. 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) no 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 THREE (3) IN BLOCK SIXTY SEVEN (67) IN WOODWARD SUBDIVISION OF BLOD
60 AND 61 AS PLATED AND SUBDIVIDED BY THE ROCKWOOD LAND AND BUILDING
ASSOCIATION, AND BEING A SUBDIVISION OF PARCEL DIVISION 6, TOWNSHIP 40 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

93599584

13-06-103-018

which has the address of

6322 N. NORTEA AVE.
[Street]

CHELAGO
[City]

Illinois 60641
[Zip Code]

("Property Address");

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 seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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FORM 5014-B/86

22. CHARGE - TITLE NUMBER - FORM NO. 5014-B/86
MAY 2001 EDITION

lender may at his option cause his deposit account to be converted into a certificate of deposit or into a negotiable certificate of deposit or money market fund or into a certificate of deposit with or without interest features. This instrument converts the notes into a certificate of deposit held by the lender for the benefit of the lender's deposit account holders.

Property interest which may be taken by the lender under existing law or by the terms of this Note or by otherwise under law or by agreement between the parties.

3. Hazard or Property Insurance. Borrower shall pay the premium for hazard or property insurance to the lender as follows:

(a) Premium due annually on or before May 1st of each year until paid in full, unless otherwise agreed upon by the parties. Premiums shall be paid in full within 30 days of the due date.

(b) Premium due annually on or before January 1st of each year until paid in full, unless otherwise agreed upon by the parties. Premiums shall be paid in full within 30 days of the due date.

Lender is entitled to deduct from any payment made by him or his assignee under this Note or otherwise due to him any sum necessary to pay such amounts.

If he deducts such amount from any payment made by him or his assignee under this Note or otherwise due to him he may apply such amount to the balance due on this Note.

Property owned by the parties shall be subject to any lien or encumbrance held by Lender, (b) Contingent on payment of the principal of the note, or (c) if such property is held by Lender as a result of conversion of the note into a negotiable certificate of deposit or otherwise held by Lender.

4. Charges; Lien. Borrower shall pay all taxes, assessments, charges, fines and other amounts payable to the tax collector under this Note.

Interest accrued on unpaid principal shall be paid by Lender, first, to any premium due under this Note, second, to amounts payable

Funds held by Lender shall be applied, first, to any premium due under this Note, second, to amounts payable to the tax collector under this Note.

Upon presentation in full of all sums secured by this Security instrument, Lender shall pay over to Borrower any sum received by him or his assignee in excess of the amount due on this Note.

By Lender at his option to pay the Escrow loan when due, Lender may so notify Borrower in writing.

Borrower shall pay over such amounts to Lender in accordance with the requirements of application to be paid, Lender shall not be liable to any creditor holding such an instrument if Lender has not been paid by Borrower in writing.

If the Funds held by Lender exceed the amounts permitted to be held by application law, Lender shall account to

Funds held by Lender shall give to Borrower, in addition to the amount necessary to make up the deficiency, Borrower shall make up the deficiency in accordance with the requirements of application to be paid, Lender shall account to

Funds held by Lender shall give to Borrower, in addition to the amount necessary to make up the deficiency, Borrower shall make up the deficiency in accordance with the requirements of application to be paid, Lender shall account to

If the Funds held by Lender exceed the amounts permitted to be held by application law, Lender shall account to

The Funds held in an institution whose deposits are insured by a federal agency, instrumentally, or entirely

under the Federal Real Estate 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, or so, Lender may, at any time, collect premiums under the maximum amount a lender for a federally related mortgage loan may require for Borrower's account to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's account to pay the Escrow items, unless otherwise specified in paragraph 3, in lieu of the payment of mortgage insurance.

Borrower to Lender, in accordance with the provisions of paragraph 3, 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 account to pay the Escrow items, unless otherwise specified in paragraph 3, in lieu of the payment of mortgage insurance premiums.

Yearly taxes and assessments which may affect property over this Security instrument as a lien on the Property; (d) Yearly loss of income or ground rents on the Property; (e) Yearly mortgage insurance premiums, if any; and (f) Any sums payable by

To Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a)

2. Funds for Taxes and Insurance. Subject to applicable law of or to a written waiver by Lender, Borrower shall pay

Note:

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

THIS SECURITY INSTRUMENT combines uniform covenants for habitual use and non-uniform covenants with linked valuations by inscription to constitute a uniform security instrument covering real property.

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LOAN NO. 05-37484

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 4 and 5 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within thirty 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 tortious 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 reinstatement, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a finding that, in Lender's good faith determination, provides 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, gives 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 in 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 attorney's 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, those 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.

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17. **Transfer of the Property or a Security Interest in Borrower.** Except as otherwise provided in law or by agreement between Lender and Borrower, if at any time the Borrower transfers all or a portion of the real or personal property or any interest in the Borrower's right to receive payment of the principal amount of any debt or obligation of the Borrower to another person, Lender may require the Borrower to assign to Lender such interest in the property transferred.

18. **Borrower's Copy.** Borrower shall be given one copy of this Note and a copy of this Security instrument.

19. **Governing Law; Sovereignty.** This Security instrument shall be governed by the law of the state where the original note was executed. To this end the Borrower certifies that the Note has been executed in the state where the original note was executed and that the original note is valid to the extent that the original note is valid under the laws of the state where it was executed. The Borrower further certifies that any provision of this Security instrument which conflicts with the provisions of the original note is hereby superseded by the provisions of the original note.

20. **Notices.** Any notice or communication intended to be given to the Borrower under this Note or any other instrument or agreement between Lender and Borrower shall be given to the Borrower by certified mail, return receipt requested, to the address of the Borrower set forth in the Note or any other instrument or agreement between Lender and Borrower, or by telephone call to the number set forth in the Note or any other instrument or agreement between Lender and Borrower, or by facsimile transmission to the number set forth in the Note or any other instrument or agreement between Lender and Borrower, or by electronic mail to the e-mail address set forth in the Note or any other instrument or agreement between Lender and Borrower, or by personal delivery to the Borrower at the address set forth in the Note or any other instrument or agreement between Lender and Borrower, or by any other method of delivery reasonably acceptable to Lender.

21. **Loan Chargin.** It is understood and agreed by the Borrower that the interest on the principal amount of the Note will be charged at the rate of twelve percent (12%) per annum, or such higher rate as may be permitted by law. The Borrower further agrees to pay all costs and expenses of collection, including attorney's fees, incurred by Lender in the collection of the Note.

22. **Succession and Assigns.** Lender and Assignee shall have all the rights and obligations of the Borrower under this Note. Lender and Assignee may exercise any of the rights and obligations of the Borrower under this Note, and Lender and Assignee may transfer all or any part of their rights and obligations under this Note to another person, and Lender and Assignee shall not be liable for any acts or omissions of such transferee. Lender and Assignee shall not be liable for any acts or omissions of the Borrower under this Note.

23. **Borrower Not Required to Surrender Note or Waive.** Lender is given the right to require the Borrower to surrender the Note or to waive the requirement that the Note be surrendered.

24. **Waiver of Jury Trial.** Lender and Borrower each hereby waives trial by jury in any action or proceeding in any court in which either party may be involved in any dispute relating to this Note or the transaction contemplated hereby.

25. **Right of Setoff.** If the Borrower fails to pay any amount due under this Note or any other instrument or agreement between Lender and Borrower, Lender may offset any amount due under this Note against any amount due under any other instrument or agreement between Lender and Borrower.

26. **Waiver of Notice.** Lender waives the giving of any notice to the Borrower prior to the taking of any action by Lender under this Note or any other instrument or agreement between Lender and Borrower.

27. **Agreement to Arbitration.** The proceedings of any award of claim for damages, direct or consequential, in connection with any provision of this Note or any other instrument or agreement between Lender and Borrower, shall be arbitrated in accordance with the rules of the American Arbitration Association.

28. **Loans.** Lender or a agent may make reasonable entries upon and inspect any property of the Borrower in the course of conducting its business, and Lender shall have the right to inspect any property of the Borrower held in trust for Lender.

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LOAN NO. 05-17484

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 fails to pay those 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 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, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means all 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:

§31.53(5)(v)

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 foreclosure costs.

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

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Property of Cook County Clerk's Office

This instrument was prepared by [REDACTED]
 My Commission Expires 12/1997
 Notary Public, State of Illinois
 May B. Lucas
 "OFFICIAL SEAL"

I have read and thoroughly read the foregoing and understood the seal information set forth below and do hereby attest to the same personally whereas I am a notary public and forwarded the seal information, appended hereto, to the undersigned to him to be acknowledged and recorded before I have affixed my official seal thereto.

[REDACTED] [REDACTED]
 This instrument was recorded and acknowledged by [REDACTED]
 a Notary Public in and for said county and
 shall be recorded in [REDACTED]

STATE OF ILLINOIS.

[Space above this line for acknowledgment]

County: [REDACTED]

Serial Security Number: [REDACTED]

BY SIGNING BELOW, Borrower agrees and agrees to do terms and conditions detailed in this Security Instrument.

- [REDACTED] Adjudicatory Party Rider
 - [REDACTED] Causal Assignment Rider
 - [REDACTED] Default Judgment Rider
 - [REDACTED] Disbursement Rider
 - [REDACTED] Family Rider
 - [REDACTED] Miscellaneous Rider
 - [REDACTED] Non-Borrower Rider
 - [REDACTED] Other Rider (specify) _____
 - [REDACTED] Power of Attorney Rider
 - [REDACTED] Settlement Rider
 - [REDACTED] Successor Trust Rider
- 24. Rider(s) to this Security Instrument:** If one or more riders are executed by Borrower and recorded together with this Security Interest, the coverings and agreements of this Security Interest and all the rider(s) were a part of this instrument and incorporated into this instrument. (Check applicable boxes)
- 25. Rider(s) to this Security Interest and Agreements of this Security Interest and all the Rider(s) were a part of this instrument and incorporated into this instrument. (Check applicable boxes)**

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LOAN NO. 0517484

1-4 FAMILY RIDER

Assignment of Rent

THIS 1-4 FAMILY RIDER is made this 21st 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 MIDWEST MORTGAGE COMPANY

, (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1157 N. MOROCCA AVE., CLEVELAND, OHIO

[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, bathtubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security instrument. All of the foregoing together with the Property described in the Security Instrument (or the household 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.

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PAGE 2 OF 2

MULTISTATE 1-A FAMILY RIDER-FHMA/FHLMC UNIFORM INSTRUMENT

FORM 3170 9/90

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

By SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-A.

The Landlord has an interest shall be a breach under the Security Instrument and Landlord may invoke any of the remedies permitted by the Security Instrument.

1. CROSS-DEFULCT PROVISION

Borrower's default of Rent or payment of any note or agreement to pay him/her rent or any amount due in full.

This paragraph of Article 7 of the Property shall terminate when all the sums secured by the Security

Landlord's agents or a judicially appointed receiver do so at any time when a default occurs. Any

order of attachment the Property before or after giving notice of default to Borrower, Landlord, or Landlord's agents or a judicially appointed receiver, shall not be required to enter upon, take possession

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

Property and of collecting the Rents any funds received by the Security instrument pursuant to Uniform Coverage 7.

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

Rents, and profits derived from the Property without any showing as to the inadequacy of the Property as

Landlord shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the

Property, and profits derived from the Rents secured by the Security instrument as any other charges on the

Rents, except a reasonable charge for services performed, losses, expenses, assessments and other charges on the

Property, including the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's

Landlord's agents shall be applied first to the costs of taking control of and managing the Property and

Landlord shall be entitled to collect and receive all of the Rents due and unpaid to Landlord or Landlord's agents upon written notice of the Property shall pay all Rents due and unpaid to Landlord or Landlord's agents on the

date the lease for the benefit of Landlord only, to be applied to the sums secured by the Security instrument; (ii)

If Landlord gives notice of breach to Borrower, (i) all Rents received by Borrower shall be held by Borrower

absolutely assignable and not in assignment for additional security only.

Resultant (a) that the Rents due to be paid to Landlord or Landlord's agent. This assignment of Rents constitutes an

novation of debt pursuant to paragraph 21 of the Security instrument and (ii) Landlord has given notice to the

Landlord or Landlord's agents. However, Borrower shall receive the Rents until (i) Landlord has given Borrower

absolute and undivided assignability assignable to Landlord to collect the Rents, and agrees that each tenant of the Property, regardless of to whom the Rents of the Property are payable, Borrower authorizes Landlord to

Landlord's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to

LOAN NO. 0412484