

PREPARED BY:
BONNIE LEGENZA
CHICAGO, IL 60639

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RECORD AND RETURN TO:

CRAIGN FEDERAL BANK FOR SAVINGS
5133 WEST FULLERTON AVENUE
CHICAGO, ILLINOIS 60639

122950 SEP 26 93

93792836

COOK CO.,
RECEIVER

JESSE WHITE
ROLLING MEADOWS

[Space Above This Line For Recording Data]

MORTGAGE

01-69392-02

This MORTGAGE ("Security Instrument") is given on SEPTEMBER 7, 1993
ANNETTA BERTUCCT, A WIDOW

The mortgagor is

(*Borrower"). This Security instrument is given to
CRAIGN FEDERAL BANK FOR SAVINGS

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose
address is 5133 WEST FULLERTON AVENUE
CHICAGO, ILLINOIS 60639 ("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED SIXTY ONE THOUSAND FIVE HUNDRED AND 00/100 Dollars (U.S. \$ 161,500.00).

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 OCTOBER 1, 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:

THE NORTH 1/2 OF LOT 37 IN MONT CLAIRE SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

RECORDING 35.00
93792836

12-36-230-040

which has the address of 2018 NORTH 72ND COURT, ELMWOOD PARK
Illinois 60635 Zip Code

Street, City ,

ILLINOIS Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP MORTGAGE FORMS - 1-100/93-0100 - 100016/1-7203

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DPS 1088
Form 3014 9/90
Intake: 9/3

93792836

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Form 304/9/90
DPS 1086
Page 2 of 6

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more of the actions set forth above within 10 days of the giving of notice.

This Security Instrument, if Lender may give Borrower a notice terminating the loan, Borrower shall satisfy the loan or this Security Instrument, if Lender determines that any part of the Property is subject to a lien which may attach priority over any other debt or instrument of the Lender, or (c) severs from the holder of the lien an interest substantially to Lender's satisfaction to prevent the Lender's assignment of the lien, in legal proceedings which in the Lender's opinion are likely to prevail by, or demands against another instrument of the lien, legal proceedings which in the Lender's opinion are likely to prevail by, or demands against another instrument of the lien in a manner acceptable to Lender; (b) contains in a good faith the Lender writing to the payment section referred by the Lender to this Security Instrument unless Borrower: (a) agrees in

Borrower shall promptly discharge any lien which has priority over this Security Instrument according to the payment.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments to the person named payee, Borrower shall furnish to Lender all notices of amounts to be paid under this instrument to the person named payee, Lender shall promptly pay them on time directly these obligations in the manner provided in paragraph 2, or if not paid in full manner, Borrower shall pay them on time directly which may obtain priority over this Security Instrument, and lessorhold paymenets of ground rents, if any, Borrower shall pay

4. **Charges:** Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property

5. **Application of Payments:** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any late charges due under the Note, to immediate payable under paragraph 2;

6. **Security Instrument:** Funds held by Lender at the time of acquisition or sale of the security interest in the sums secured by

Funds held by Lender, if, under paragraph 2, Lender shall require to sell the property, Lender, prior to the liquidation or sale of the property, shall apply any Funds held by Lender in the amount of the funds secured by

Funds held by Lender in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

overdue payments, in Lender's sole discretion.

If the Funds held by Lender to pay the Lessor 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 in no more than

one year after the date of application to pay the Lessor items when due, if the amount of the Funds held by Lender in any

for the excess Funds in accordance with the requirements of applicable law, if Lender shall account to Borrower

if the Funds held by Lender exceeds the amount secured by this Security Instrument.

The Funds are pledged to Lender in an amount secured by the Funds, showing debts to the Funds and the purpose for which each

without charge, in annual accounting of the Funds, however, that interest shall be paid on the Funds, Lender shall give to Borrower,

Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall pay Borrower any interest or earnings on the Funds,

applicable law requires interest to be paid, Lender shall pay Borrower any interest or earnings on the Funds, Lender shall pay Borrower any interest or earnings on the Funds, Lender shall pay Borrower any interest or

used by Lender in connection with this loan, unless, under applicable law, Lender is liable to make such

a charge, however, Lender may require to pay a one-time charge for an independent real estate tax reporting service

overlying the Escrow items, unless Lender, pays Borrower interest on the Funds and applying the Funds, unconditionally and voluntarily leaving the escrow account, or

Escrow items, Lender may not charge for holding and applying the Funds, unconditionally and voluntarily leaving the escrow account, or

including Lender, if Lender is not an institution within the Funds to pay the

The Funds shall be held in an institution within the state applicable law, or entity

Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current due and reasonable estimates of expenditures of future

sets a lesser amount, if so, Lender may, at any time, 12 U.S.C., Section 260 et seq., ("RESPA"), unless otherwise law applies to the Funds

1974 as amended from time to time, for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of

related mortgage, if any time, collects and holds Funds to exceed the maximum amount a Lender for a federally

(Lender may, at any time, collect and hold Funds to exceed the amount not to exceed the maximum amount a Lender for a federally

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, These items are called "Escrow Items,"

if any); (e) ready mortgage insurance premiums, if any; (f) any sums payable by Borrower to Lender, in accordance with

any); (g) general overhead of property, if any); (h) yearly hazard or property insurance premiums; (i) yearly flood insurance premiums,

of ground rents on the property, if any); (j) yearly liability insurance premiums; (k) yearly property taxes

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

and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly lessorhold payments

and assessments which may attach priority to the property, if any); (c) yearly liability insurance premiums; (d) yearly flood insurance premiums;

and any other debt or instrument to which Lender may be liable under the Note, and any other debt or instrument to which Lender

is liable under the Note, and any other debt or instrument to which Lender may be liable under the Note, and any other debt or instrument

together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and

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

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

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

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

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

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

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

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

DPS 1091

Form 3014 9/00

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Form 301A 9/90
DPS 1092
Initials (6)

9 juillet 1914

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16. Borrower's copy, borrower shall be given one controlled copy of the Note and of this Security instrument.

Digitized by srujanika@gmail.com

(2) Covering Party Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are deemed

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

prepayment charge under the Note.

1A. **Lien Collateral.** If the loan secured by this Security Instrument is satisfied or a law which sets maximum loan charges and that law is lawfully interpreted so that the interest or other loan charges collected after it is collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any sum already collected from Borrower which exceeds the permitted limits will be refunded to the permitted limits; and (c) any sums already collected from Borrower which exceed the permitted limits will be retained by the creditor to make this reduction by the permitted amount.

Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's executors and administrators shall be joint and several. Any Borrower who co-signs this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Note.

11. Borrower shall not release his 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 release the sums secured by this Security instrument or to pay any amount due under this Agreement.

12. Sureties and Assessors Joint and Several Liability: Co-signers, The co-signers and agreeents of this instrument shall be liable to Lender for payment of the sum due under this instrument.

unless Landlord and Borrower consent otherwise in writing, any application of proceeds to prepayments 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.

Secured by this Security Instrument, whether or not filed, in accordance with applicable law, the Purchaser, in consideration of the sum of \$100, shall pay to the Seller, in consideration of the sum of \$100, the sum of \$100.

If the property is demanded by the owner, or if, after notice by letter to the owner, the demand of the owner is unanswered for 30 days after the date the notice is given,

be applied to the sums secured by this Security instrument whether or not the sums are then due.

market value of the property immediately before the taking is less than the amount of the sum secured immediately before the taking, unless the owner and lander otherwise agree in writing or unless otherwise provided by law otherwise provides, the proceeds shall

This section of the instrument can be read by the number of the procedure mentioned by the following reference (a) the number

market value of the property immediately before the taking is equal to or greater than the amount of the sum secured by this market value of the property immediately before the taking, in the event of the property in which the market value of the property immediately before the taking is equal to or greater than the amount of the sum secured by this market value of the property immediately before the taking, unless the owner and lessor otherwise agree in writing, the sum secured by

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by the Security instrument, shall be paid to Lender.

10. **(Undertaking)** The proceeds of any award or claim for damages, interest or compensation will be
conferred upon or offered to any part of the Property, or for conveyance in lieu of compensation, the party referred to

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 specifically reasonable cause for the inspection.

payments may no longer be required, at the option of Landlord, if mortgagor insures title coverage (in the amount and for the period provided by an insurer approved by Landlord under applicable law) and pays premiums in accordance with any written agreement between Borrower and Landlord or applicable law.

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17. Transfer of the Property or a Beneficial Interest in Borrower. If all or in part of the Property or my interest in it is sold or transferred to it a beneficial interest in Borrower to hold undivided and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this 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 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 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 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.

DPS 1083
Form 3014 01/00

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OPS 1084

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My Commission Express

KALIOPA SHANTON
OPTICAL SEAL

A rectangular seal with a double-line border. The top line contains the text "NOTARY PUBLIC STATE OF ILLINOIS". The bottom line contains the text "MY COMMISSION EXPIRES NOV. 13, 1996". In the center, the word "KALLOPPE SHAW VISION" is written vertically.

Given under my hand and affixed seal, this 7th day of July, 1993
free and voluntary act, for the uses and purposes thereto set forth.
Signed and delivered the foregoing instrument as HHS/HHR
ma this day in person, and acknowledged that HHS/SHE
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before
me this day in person, and acknowledged that HHS/SHE signed and delivered the said instrument as HHS/HHR

ANNETTA BERTUCCI, A MIDWIFE
Country and State of Italy certify that

County ass:

STATE OF ILLINOIS, COOK

, a Notary Public in and for said

Borrower

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(Cliché applicable basé (54))

24. Rides to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverings and agreements of such rider shall be incorporated into and shall amend and supplement the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

01-69392-02

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1-4 FAMILY RIDER

Assignment of Rents

92702636

THIS 1-4 FAMILY RIDER is made this 7TH day of SEPTEMBER, 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 CRAGIN FEDERAL BANK FOR SAVINGS (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

2018 NORTH 72ND COURT, ELMWOOD PARK, ILLINOIS 60635
(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, bathtubs, 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 8 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 8 shall remain in effect.

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

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

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JOURNAL -
(1905)

ANNETTA BERTUCCI -Dottorato (Sant'Anna)

32 SPINNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this - a Family Rider.

1. CROSS-DEFALKT PROVISION. Borrower's failure or breach under the Security Instrument, and Lenders may invoke any of the remedies permitted by the instrument shall be a breach under the Security Instrument, and Lenders may invoke any of the remedies permitted by the instrument.

Rentable, or Landlord's agents or a trustee, may apply for a mandatory injunction against a tenant who fails to pay rent or who violates the lease. Landlord, or Landlord's agents or a trustee, may apply for a mandatory injunction against a tenant who fails to pay rent or who violates the lease.

will not profit or any act that would deprive any of their members from exercising the rights under this paragraph.

If the results of the propaganda are not sufficient to cover the costs of marketing efforts or area management and preparation and/or facilitating the Rural Development Fund under the authority of the Government to implement its functions in accordance with the law.

If Landlord gives notice of breach to Borrower, (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Landlord only, to be applied to the sums advanced by Borrower; (ii) all Rents received by Borrower shall be applied to the amounts advanced by the Security Instrument; (iii) Landlord shall be entitled to collect and receive all of the Rents of the Property; (iv) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Landlord's agents upon Landlord's written demand to the tenant; (v) unless applicable law provides otherwise, all Rents collected by Landlord's agents shall be applied first to the costs of taking control of the Property and repairing the same; (vi) Landlord shall be entitled to sue for the balance of the Rents due and unpaid to Landlord, or Landlord's agents upon Landlord's written demand to the tenant; (vii) Landlord shall pay all Rents due and payable to Landlord, or Landlord's agents upon Landlord's written demand to the tenant; (viii) Landlord shall be entitled to sue for the balance of the Rents due and unpaid to Landlord, or Landlord's agents upon Landlord's written demand to the tenant.