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1996-07-10

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MORTGAGE

Loan No. MORREALE

THIS MORTGAGE ("Security Instrument") is given on November 4, 1993
JOSEPH V. MORREALE and DONNA M. MORREALE, HUSBAND AND WIFE

. The mortgagor is

(“Borrower”). This Security Instrument is given to
EDGEMARK BANK - LOMBARD

which is organized and existing under the laws of THE STATE OF ILLINOIS . and whose address is 505 W. ROOSEVELT ROAD, LOMBARD, ILLINOIS 60148

Two Hundred Fifty Five Thousand and
no/100-----

Dollars (U.S. \$) 255,000.00

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 1, 2003. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK** County, Illinois:

LOT 7 IN LINCOLN CIRCLE SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 300.0 FEET) IN COOK COUNTY, ILLINOIS.

PIN 08-10-307-007
which has the address of
Illinois 6005
Keweenaw

412 CRAIG COURT
("Property Address");

MOUNT PROSPECT

{Street, City}.

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
100-5911-1456-01 VMP MORTGAGE FORMS 13-13

VMP MORTGAGE FORMS : 13133C-8100 - 1000%22-7241

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Amended 5/91

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3. **Charges:** Lessee, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property if Borrower makes lease payments directly. Borrower shall promptly furnish to Lender receipts evidencing the payments.

which, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

1 and 2 shall be applied; first, to any pecuniary charges due under the Note; second, to amounts payable under paragraph 2;

3. Acceptation of Payment. Unless notified otherwise, all payments received by [] under perhaps this security instrument.

Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale, as a credit against the sum secured by this Security Instrument.

(twelve monthly payments), at Leader's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law.

ability to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

used by Leader in connection with this loan, unless the applicable law provides otherwise. Unless an agreement is made of application law requires payment to be paid, Leader shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Leader may agree in writing, however, that Leader shall be paid on the Funds. Leader shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each

The Funds shall be held in an institution whose depositors are insured by a Federal agency, intermediately, or finally, if leader is such an institution or in any Federal Home Loan Bank. Leader shall apply the Funds to pay his Escrow items, unless leader may not charge Borrower for holding and applying the Funds, annually studying the Escrow items, leader may not charge Borrower for holding and applying the Funds, annually studying the Escrow items, unless leader pays Borrower interest on the Funds and applicable law permits leader to make such a charge. However, leader may require Borrower to pay a one-time charge for an independent real estate tax reporting service.

Section 11 terms or otherwise in record, etc., which applicable law.

sets a lesser amount. If so, Lenders may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless otherwise set forth below, applies to the funds received through home loans, i.e., advances or payments made under the terms of a loan, by the servicer to the borrower.

if any; (e) any insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items."

and assessments which may affect this Security Instrument as a loss on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums;

2. Purposes for Taxes and Duties—Subject to appropriate laws or to written waiver by Leader, Rotarian shall pay to Leader or to the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes

principal of and interest on the debt evidenced by the Note and any payment and late charges due under the Note.

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

THIS SECURITY INSTRUMENT combines utility covariants for rational use and non-utilitum covariants with limited variations by insurcations to constitute a uniform security instrument covering real property.

and will defend personally who file to the Proprietary against all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the property as hereinabove described, except for encumbrances of record. Borrower warrants

structures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument.

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. 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 curing 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

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

15. Governing Law; Separability. 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 clause of this Security Instrument is held unconstitutional or unenforceable under 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 the extent that any provisions of this Security Instrument and the Note are declared

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivery or by mailing it by first class mail unless otherwise provided for in this Security Instrument.

Preoperational charge under the Note.

13. **Loan Charges.** If the loan securities held by this Security Instrument is subject to a law which sets maximum loan charges, and this law is finally interpreted so that the interest or other loan charges collected or used in connection with the loan exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the loan to the permitted limit; and (b) any sums already collected from Borrower which exceed the amount necessary to reduce the loan to the permitted limit.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The co-signers and agreeesments of this security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this paragraph 17.

any forfeiture or extinguishing any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. **Borrower Not Reimbursed:** For periods during which a Borrower is not reimbursed for the amount of the monthly payments received by it in prepayments [] and [] or change the amount of such payments.

Under Section 13(1)(b) of the Securities Act, no part of the proceeds may be used to finance any acquisition or other corporate transaction in which the registrant is not a party.

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

In the event of a court ordering the sale of the Property, the Proceeds shall be applied to the sums secured by this Security Instrument, whether or not any access has been made, 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 (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be applied 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 if the sums are taken due.

concentrations of older bacteria of the genus *Leptospira*, or for conveyance in lieu of condimentation, are hereby assigned and shall be paid to Leopold.

that Leader requires approval by trustee before any trust assets available and is obtained. Borrower shall pay trustee's reasonable attorney's fees and expenses in connection with any action or proceeding to collect any amount due under this Agreement.

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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 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.

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This instrument was prepared by
Navy Pier, State of Illinois
on September 10, 1990.

My Commission Expires:
PAUL E. MADSEN
"OFFICIAL SEAL"

GIVEN under my hand and official seal, this 4th
day of November 1990,
signed and delivered the said instrument as THISIR free and voluntary act, for the uses and purposes herein set forth.
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that it be
personally known to me to be the same person (of whose name(s)

JOSEPH V. MORRABLE AND DONNA M. MORRABLE, HUSBAND AND WIFE

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY:
That I, the undersigned, a Notary Public in and for said county and state do hereby certify

STATE OF ILLINOIS,

County ss:

Borrower _____
(Seal) _____ Borrower _____
(Seal) _____

DONNA M. MORRABLE _____
(Seal) _____ Borrower _____
(Seal) _____

JOSEPH V. MORRABLE _____
(Seal) _____ Borrower _____
(Seal) _____

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and
in any rider(s) executed by Borrower and recorded with it.

- Check applicable box(es)
- Adjutable Rate Rider
 - Condominium Rider
 - 1-4 Family Rider
 - Planned Unit Development Rider
 - Rule Improvement Rider
 - Second Home Rider
 - Other(s) [Specify]
 - V.A. Rider
 - balloon Rider
 - Biweekly Payment Rider
 - Graduated Payment Rider

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this
Security Instrument, all contracts and agreements of each such rider shall be incorporated into and made a part of this Security Instrument.
The coverages and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

RECORD AND RETURN TO:
DOGBEAR BANK - LOHABAD
505 W. ROOSEVELT ROAD
LOHABAD ILLINOIS 60148

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Loan # MORRALE

1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 4th day of November , 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

EDGEMARK BANK - LOMBARD

(the "Lender")

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

432 CRAIG COURT, MOUNT PROSPECT, ILLINOIS 60056
(Property Address)

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

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

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make any 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.

MULTISTATE 1 - 4 FAMILY RIDER - Fannie Mae Uniform Instrument

Form 3170 12/92

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57 #2121

VMP MORTGAGE FORMS - 12131293-0100 - 18001521-7231

Issue: 1/1/93



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JOSSEPH V. MORRALLS **CORNA H. MORRALLS**
-Borrower -Borrower
Signature on the back of the note Signature on the back of the note
(Seal) (Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this I-4 Family Rider.

I. CROSS-DEFALUT PROVISION

Borrower representations and warranties that Borrower has, will, or could deny prior to assignment of the Kredits and does and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

11 The Receipts of the Property are not sufficient to cover the costs of taking control of and managing the
Property and of collecting the Recalls any funds expended by Lemder for such purposes shall become indebtedness
of Lemder to the Security Instrument pursuant to Uniform Convention 7.

If Lessor gives notice of breach to Borrower: (i) all Rentas received by Borrower shall be held by Borrower as trustee for, the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lessor shall be entitled to collect and receive all of the Rentas of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rentas due and unpaid to Lender or Lender's agents upon Lender's written demand to the lessor; (iv) unless applicable, the law provides otherwise, all Rentas collected by Lender or Lender's agents shall be applied first to the costs of holding control of and managing the Property and collecting the Rentas, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, interest and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lessor, lessee, agent or any judicially appointed receiver shall be liable to account for any those Rentas actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rentas and profits derived from the Property without any showing as to the inadequacy of the Property as security.

C. ASSIGNMEN T OF LEASES. Upon Landlord's request, Borrower shall assign to Lessor all interest of the property and all security deposits made in connection with leases of the Property. Upon the termination of any lease, Lessor shall receive all rents and other payments due thereunder.