

UNOFFICIAL COPY

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1647610
WHEN RECORDED MAIL TO

Household Bank, f.s.b.
 100 Mittel Drive
 Wood Dale, IL 60191
 LOAN NUMBER: 6179980

93926727

DEPT-01 RECURRING \$35.00
 TEL4444 TRAN 1980 07/06/92:14:50:00
 #0138 # 42-488606
 COOK COUNTY RECORDER

BOX 392

93926727

Box 392

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 29TH , 1992 .
 The mortgagor is ISABEL LOPEZ AND ROSALIA LOPEZ, HIS WIFE AND GUSTAVO LOPEZ AND HERMILA LOPEZ, HIS WIFE.

Household Bank, f.s.b., which is organized and existing under the laws of UNITED STATES , which is organized and existing under the laws of , and whose address is 100 Mittel Drive, Wood Dale, IL 60191

(("Borrower"). This Security Instrument is given to Household Bank, f.s.b., ("Lender"), Borrower owes Lender the principal sum of FIFTY NINE THOUSAND AND NO/100 Dollars (U.S. \$ 59,000.00). 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 AUGUST 1ST, 2007 . 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

2/3 COOK

County, Illinois:

*13 THE SOUTH 2/3 OF LOT 5 AND THE NORTH OF LOT 6 IN BLOCK 26 IN GARFIELD, A SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE*XX, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 307 FEET OF THE NORTH 631.75 FEET AND THE WEST 333 FEET OF THE SOUTH 1,295 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PIN # 13-34-429-003-0000

93926727

9583 42-488606
 DEPT-01 RECORDING 14111 TRAN 3386 11/15/93 12:49:00
 335.00

which has the address of 1645 N. KARLOV Street, Chicago, IL 60639 ("Street")

Illinois 60639 ("Property Address");

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
 ITEM 10701 (9103)

MFIL3112-04/91

CHICAGO
 (City)

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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.

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

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien 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, if any; (e) yearly mortgage 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." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender 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 sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or 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

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any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to, or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle 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, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless 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 such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another 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 Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; 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 or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums 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

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10910400001 1-600-560-0003 FAX 016-701-1111
Diversified Business Forms Inc.

Form 301A 9/90 (Page 5 of 6 pages)

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10910400001 1-600-560-0003 FAX 016-701-1111

Diversified Business Forms Inc.

Form 301A 9/90 (Page 5 of 6 pages)

92-188906

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security costs of title evidence.

purifying the remedies provided in this Paragraph 21, including, but not limited to, reasonable attorney fees and purifying this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose, proceed on or before the date specified in the note, Lender at his option may require foreclosure, if the default is not cured on or before the date specified in the note, Lender to accelerate and foreclose, proceed if the non-existence of a default or any other defense of Borrower to the right to assert in the notice shall further inform Borrower of the right to accelerate after acceleration and the right to assert of the Property. The of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The default; and (d) that failure to cure the default on or before the date specified in the note may result in acceleration unless applicable law provides otherwise). The notice shall be given to Borrower, by which the default must be default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default to cure the breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraph 17 located in this paragraph 20, "Hazardous Substances", are those substances defined as toxic or hazardous substances by environmental Law and the following following Borrower's

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

located in that relate to health, safety or environmental protection.

used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As a used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following following Borrower's

shall promptly take all necessary remedial actions in accordance with Environmental Law.

authority, that any removal or other remediation of my Hazardous Substances affecting the Property is necessary, Borrower law of which Borrower has actual knowledge. If Borrower claims, or is notified by any government or regulatory government or regularly as necessary, or timely, voluntary, the Property and any Hazardous Substance or Environmental governmental action by any investigation, claim, demand, lawsuit or other action by any normal residual use, cause to be appropriate.

Property that is in violation of any Environmental Laws, The proceeding generally recognized to be appropriate to remove or eliminate sources of small quantities of Hazardous Substances that are generally recognized to be appropriate to the Note.

Hazardous Substances that are more than one-half mile from the Property, Borrower shall not do, nor allow anyone else to do, anything affecting the Borrower shall not cause or permit the presence of any investigation, claim, demand, lawsuit or other action by any normal residual use, cause to be appropriate.

will also contain any other information required by applicable law.

will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice Borrower will be given written notice of the change in accordance with Paragraph 14 above and applicable law. The notice 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, there also may be one or more changes of the Note and this Security Instrument. The Note (known as the "Loan Servicer") that collects monthly payments under the Note and this Security Instrument. However, this instrument may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity holding the Note or of Note; Change of Loan Servicer. The Note or a partial acceleration under Paragraph 17.

However, this right to rescind shall not apply in the case of acceleration under Paragraph 17.

this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred, unless, Security Instrument shall continue unchanged. Upon reinstatement by Borrower, acceleration to pay the sums secured by this Security Instrument shall continue unless terminated. This Note may be one or more changes of the Note and this Security Instrument. If there is a change of the Loan Servicer, may be sold one or more changes of the Note and this Security Instrument. The Note or of Note; Change of Loan Servicer. The Note or a partial acceleration under Paragraph 17.

(b) causes any default of any other covenant or agreement; (c) pays all expenses incurred in enforcing this instrument, including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may require to assure that the loan of this Security Instrument, Lender's rights in the Property and Borrower's reasonable remedy provided by this Security Instrument and the Note as if no acceleration had occurred.

pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) causes any default of any other covenant or agreement; (c) pays all expenses incurred in enforcing this instrument, including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may require to assure that the loan of this Security Instrument, Lender's rights in the Property and Borrower's reasonable remedy provided by this Security Instrument and the Note as if no acceleration had occurred.

Security instrument, or (b) entry of a judgment against this Security Instrument. Those conditions are that Borrower: (a) applies specific law may specifically for reinstatement) before sale of the Property pursuant to any power of sale contained in this

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24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input checked="" type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

G0488476

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

Witness:

Witness:

Isabel Lopez (Seal)
ISABEL LOPEZ 336-48-0036 -Borrower
Social Security Number ~~XXXXXXXXXXXX~~

Gustavo Lopez (Seal)
GUSTAVO LOPEZ 357-62-4568 -Borrower
Social Security Number ~~XXXXXXXXXXXX~~

Rosalia Lopez (Seal)
ROSALIA LOPEZ 559-43-4946 -Borrower
Social Security Number ~~XXXXXXXXXXXX~~

Hermila Lopez (Seal)
HERMILA LOPEZ 331-84-0596 -Borrower
Social Security Number ~~XXXXXXXXXXXX~~

626.926.336

STATE OF ILLINOIS,

Cook

I. Eleonora J. Biros

County ss:

, a Notary Public in and for said county and state.

do hereby certify that ISABEL LOPEZ AND ROSALIA LOPEZ, HIS WIFE AND GUSTAVO LOPEZ AND HERMILA LOPEZ, HIS WIFE.

, personally known to me to be the same person(s) whose name(s) are

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

29TH day of JUNE , 1992

My Commission expires: *4/13/94*

Eleonora J. Biros Notary Public

This instrument was prepared by

CHARLIE A. MACDOUGALL
Household Bank, f.s.b.,
(Name)

100 Mittel Drive, Wood Dale, IL 60191
(Address)



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MULTISTATE 1-4 FAMILY RIDER, Finance Master/Security Instrument Form, Inc. To Order Form 100-530-030, U.S. FAX 616-781-1101
Form 3170-9/90 (page 1 of 2 pages)
Printed on Recycled Paper

Agreements that certain of the Property shall pay the Rent to Lender or Lender's assigns. However, Borrower shall receive the
of to whom the Rent of the Property we payable. Borrower authorizes Lender or Lender's assigns to collect the Rent, and
absolutely and unconditionally assigns and transfers all the rents and revenues ("Rents") of the Property, regardless
H. ASSIGNMENT OF RENTS; APPORTIONMENT OF RECEIVER; LENDER IN POSSESSION. Borrower

paraphraph G, the word "lease" shall mean "sublease" if the Security instrument is on a lease hold.
modifly, extend or renew the existing leases and to execute new leases, in Lender's sole discretion. A Lender in this
and all security deposits made in connection with tenancy of the Property. Upon the assignment, Lender shall have the right to
G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property
set forth in Exhibit C covering 6 shall remain in effect.

Utilization Coverage 6 covering Borrower's occupancy of the Property is deleted. All remaining covenants and agreements in
E. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in

E. "BORROWER'S RIGHT TO REINSTATE-DELETION". Utilizing Coverage 18 is deleted. 92468406

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for
which insurance is required by Exhibit C.

C. SURROGANATE LEINS. Except as permitted by general law, Borrower shall not allow any lien holder to the
use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply
with all laws, regulations, requirements and restrictions of any government body applicable to the Property.

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the
Security instrument to be received against the Property without Lender's prior written permission.

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property
and Lender further covenant and agree as follows:

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:

[Property Address]

93926727

1645 N. KARLOV, CHICAGO, IL 60639

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

(the "Lender")

Houseshold Bank, f.s.b.

"Security instrument" of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the

THIS 14 FAMILY RIDER is made this 29th day of JUNE, 1992

Assignment of Rents

1-4 FAMILY RIDER

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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.

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

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

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

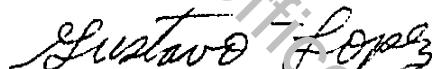
Lender, or Lender's agent or a judicially appointed receiver, shall not be required to enter upon, and take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default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

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

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


ISABEL LOPEZ (Seal)
-Borrower


ROSALIA LOPEZ (Seal)
-Borrower


GUSTAVO LOPEZ (Seal)
-Borrower


HERMILA LOPEZ (Seal)
-Borrower

924886

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