

# UNOFFICIAL COPY

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(Space Above This Line For Recording Date)

LOAN #6090-6

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on ..... November 12, 1993. The mortgagor is ..... SERGIO ROMAN and MARY M. ROMAN, his wife ("Borrower"). This Security Instrument is given to ..... , which is organized and existing under the laws of ..... United States of America, and whose address is ..... 1800 South Halsted Street - Chicago, Illinois 60608 ("Lender").  
Borrower owes Lender the principal sum of ..SEVENTY FIVE THOUSAND and No/100..... Dollars (U.S. \$ ..75,000.00.....). 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 ..... November 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 ..... County, Illinois:

Lot Twenty (20) except the West Seventeen and One Half (17 1/2) feet thereof in Block Two (2) in Ashland Addition to Ravenswood, in the South West Quarter (1/4) of Section Seventeen (17), Township Forty (40) North, Range Fourteen (14) East of the Third Principal Meridian, in Cook County, Illinois.

PTN # 14-17-310-030-0000

DEPT-11 RECORD T \$35.50  
79777 TRAN 1950 11/30/93 14:09:00  
42388 \* 93-973971  
COLK COUNTY RECORDER

which has the address of ..... 1454 West Bellie Plaines Avenue ..... , Chicago, Illinois, (Street) (City)

Illinois ..... 60613 ..... ("Property Address");  
(Zip Code)

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.

ILLINOIS—Single Family—Prairie MacFadden Non UNIFORM INSTRUMENT  
Product 64710

Form 3014 D-98 (page 1 of 6 pages)  
1991 S&F Systems & Forms, Inc.  
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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 chosen by Borrower subject to Lender's approval which shall not be unreasonable 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.

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; or (b) consents in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's judgment operate to diminish the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender to good faith the payment of the obligation secured by the lien in a manner acceptable to Lender; or (d) consents in good faith the payment of the obligation secured by the lien in a manner acceptable to Lender; or (e) consents in good faith the payment of the obligation secured by the lien in a manner acceptable to Lender; or (f) consents in good faith the payment of the obligation secured by the lien in a manner acceptable to Lender; or (g) consents in good faith the payment of the obligation secured by the lien in a manner acceptable to Lender; or (h) consents in good faith the payment of the obligation secured by the lien in a manner acceptable to Lender; or (i) consents in good faith the payment of the obligation secured by the lien in a manner acceptable to Lender; or (j) consents in good faith the payment of the obligation secured by the lien in a manner acceptable to Lender; or (k) consents in good faith the payment of the obligation secured by the lien in a manner acceptable to Lender; or (l) consents in good faith the payment of the obligation secured by the lien in a manner acceptable to Lender; or (m) consents in good faith the payment of the obligation secured by the lien in a manner acceptable to Lender; or (n) consents in good faith the payment of the obligation secured by the lien in a manner acceptable to Lender; or (o) consents in good faith the payment of the obligation secured by the lien in a manner acceptable to Lender; or (p) consents in good faith the payment of the obligation secured by the lien in a manner acceptable to Lender; or (q) consents in good faith the payment of the obligation secured by the lien in a manner acceptable to Lender; or (r) consents in good faith the payment of the obligation secured by the lien in a manner acceptable to Lender; or (s) consents in good faith the payment of the obligation secured by the lien in a manner acceptable to Lender; or (t) consents in good faith the payment of the obligation secured by the lien in a manner acceptable to Lender; or (u) consents in good faith the payment of the obligation secured by the lien in a manner acceptable to Lender; or (v) consents in good faith the payment of the obligation secured by the lien in a manner acceptable to Lender; or (w) consents in good faith the payment of the obligation secured by the lien in a manner acceptable to Lender; or (x) consents in good faith the payment of the obligation secured by the lien in a manner acceptable to Lender; or (y) consents in good faith the payment of the obligation secured by the lien in a manner acceptable to Lender; or (z) consents in good faith the payment of the obligation secured by the lien in a manner acceptable to Lender.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under secured by this Security Instrument.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges due under Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under Note.

Property which may attain priority over this Security Instrument, charges, taxes and impossible to the  
Property may attach 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 due manner, Borrower shall pay them  
under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing

on time directly to the person owed payment. Borrower shall promptly furnish to Lender notices of amounts to be paid  
under this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing

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 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 fails to 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 due Lender.

The Funds shall be held in an institution whose deposits are insured by a Federal Agency, Insurmentality, or entity maintaining reserves of escrow items or escrow instruments of credit or escrow items of otherwise in escrow with appropriate law.

(including Lenders, 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, unusually 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 reporting service used by Lender in connection with his loan, unless applicable law provides otherwise.

to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate reporting service used by Lender in connection with his loan, unless applicable law provides otherwise.

is made or applicable law requires 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, a 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.

...ESTO ES SOLO UN RESUMEN DE LOS PRINCIPALES SERVICIOS PRESTADOS

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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, 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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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(salad or so or salad) soon plus more

"OFFICIAL SEAL".  
"SPEECHES PREPARED FOR M.",  
"LAWYER G. KELSTEN,  
"NOTARY PUBLIC, STAKE OF LILLIMIGS  
"MY COMMUNION EXPRESSES 5/18/96

Navy SEALs  
Navy SEALs

Witnesses my hand and official seal this 12th day of November 1993

STATE OF .... COUNTY OF .... COOK ..... }  
SS: { ILLINOIS.....

UNIVERSAL FEDERAL  
SAVINGS BANK  
1800 South Halsted Street  
Chicago, Illinois 60608

- BORIS -

(mac)

—Borrower  
(See ".....")

SCOTTISH

**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.

- Adjustable Rate Rider       Condominium Rider       1-4 Family Rider       Graduated Payment Rider  
 Planned Unit Development Rider       Biweekly Payment Rider       Rate Improvement Rider  
 Balloon Rider       Second Home Rider       Other(s) (Specify)

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

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9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in 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 payment 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 exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under this 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

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Breach of any covenant in this Security Instrument (but not prior to acceleration under Paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the details; (b) the date or default; and (c) a date, not less than 30 days from the date of the notice 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 sum secured by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to accelerate after acceleration and the date of the Property. If the notice of the sum secured by this Security Instrument, foreclose by judicial proceeding and sale of the Property, fails to cure the default on or before the date specified in the notice may result in acceleration of the sum secured by this Security Instrument, foreclose by judicial proceeding and sale of the Property.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Paragraph 21, including, but not limited to, reasonable attorney fees and costs of little evidence.

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

But we can still plan for the emergency by identifying substances that may pose a hazard and taking steps to prevent or mitigate their effects.

To normal residential uses and to maintenance of the property.

The notice will also contain any other information required by applicable law.

18. Borrower's Note to SecuritY Instrument: (i) Borrower agrees certain conditions, notwithstanding the terms of this Agreement, if this SecuritY instrument is delivered at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reseizurements) before sale of the Property pursuant to any power of sale contained in this Agreement; or (b) entry of a judgment enjoining this SecuritY instrument. Those conditions are that Borrower: (a) pays Lender all sums which when added together this SecuritY instrument and the Note as if no acceleration had occurred; (b) pays any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this SecuritY instrument; (d) takes such action as Lender may reasonably require to satisfy the judgment; (e) pays reasonable attorney's fees; and (f) releases the title to the property to Lender in the event of his/her death or incapacity.

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 law.

person) without Lender's prior written consent, Lender, may, at its option, require immediate payment in full of all sums accrued 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.

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## 1-4 FAMILY RIDER

### Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 12<sup>th</sup> 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 UNIVERSAL FEDERAL SAVINGS BANK (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1454 West Belle Plaine Avenue, Chicago, Illinois 60613.....  
 [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, 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 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 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 9 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

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

**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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CHICAGO, ILLINOIS 60608  
1800 S. WABASH AVENUE  
UNIVERSAL FEDERAL BANK

A black and white illustration of a hand emerging from a sleeve, holding a cylindrical envelope or tube. The word "MAIL" is printed vertically on the tube, and "TO" is printed above it.

BY SIGNING BELOW, BORTOWER ACCEPTS AND AGREES TO THE TERMS AND PROVISIONS CONTAINED IN THIS J-4 FAMILY RIDER.

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 receive all of the Rents due and payable to Lender or Lender's assignee upon Lender's written demand to the tenant; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and payable to Lender or Lender's assignee upon Lender's written demand to the tenant; (iv) Unless applicable law provides otherwise, all Rents collected by Lender or Lender's assignee shall be applied first to the costs of taking possession of and managing the Rents, including, but not limited to, attorney's fees, receiver's fees, premium sums 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 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 Control of Receivables.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property as to indicateability of the Property as security, Lender shall be entitled to receive a receiver appointed to take possession of and manage the Property and collect the rents and profits derived from the Property to cover the costs of taking possession 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 Control of Receivables.

Borrower represents and warrants that Borrower has not yet paid any portion of the Rents and has not yet maintained the Property in accordance with the terms of the Security Instrument or any other agreement between Lender and Borrower, may do so at any time when a default occurs. Any application of Rents of the Property or a judicially appointed receiver, may do so at any time when a default occurs. This assignment of Rents of the Property shall terminate when all the sums accrued by the Security Instrument are paid in full.

1. CROSS-DEFAULT PROVISION. Borrower's default or breach under the Security Instrument and Lender may invoke any of the remedies permitted hereunder.