prepared MORTGAGE CORPORATION 6700 FALLBROOK AVE., STE. WEST MILLS. CA 91307

93008297

LOAM NO. 0596064

[Space Above This Line For Reporting Date] -

DEPT-01 RECORDINGS

MORTGAGE

T#7777 TRAN 2400 01/06/93 11:37:00

\*-93-DD8297 COOK COUNTY RECORDER

THIS MORTGAGE ("Security locationent") is given on

DECEMBER 30, 1992

. The mortgager is

BU UMS HANG AND JRONG HER LANG. NUSBAND AND WYFE

("Borrower"). This Security Instrument is given to

MORTGAGE CORPORATION A WISCOMBIN CORPORATION

which is organized and existing under the laws of THE STATE OF WISCOMEIN 6700 FALLBROOK AVE., STE. 293, WHST MINT. CA \$1307

County, Illinois:

("Janier"). Borrower owes Lander the principal sum of OME MUNDRED SEVENTY RIGHT THOUSAND FIVE MUNDRED AND 10/100

Zolkra (U.S. \$ 178500.00

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY Di 2023 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 (e) the performance of Borrower's covenants and agreements under tale ? Sourtly Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

LOT 64 IN TROMASSON AND WHITE'S BALMORAL GARDEN'S SUBDIVISION OF BLOCKS AND 4 IN MORTH PARK ADDITION TO CHICAGO A SUBDIVISION OF PARTS OF THE MORTH EAST QUARTER (1/4) AND THE SOUTH EAST QUARTER (1/4) OF SECTION 11, TOWNSHIP 40 MORTE, RANGE 13, HAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLIMOIS.

PIN 613-11-210-039



LENDERS CHELE GUAR TOWN 4001 Emerion St., O Pelatine, IL Ecc. 7 (708) 303-6100

which has the address of 3234 W BAZMORAL Illinois 60628

("Property Address");

(Ele Code) do Femily - Famile Man/Freddle Man UNIXVIIM INSTRUMENT

CHICAGO

Maron, City),

LOAM NO. 0596064

#### **UNOFFICIAL COPY**

TOGETHER WITH all the improvements now or hereafter erected or the property, and all essements, 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 select 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 coverants for national use and non-uniform coverants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

- Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when this 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 lieu 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 morgage insurance premiums payable by Borrower to Lender, in accordance with the provisions of paragraph 5, in lieu of the payment of mortgage insurance premiums. These items are called "Becrow Items." Lender may, at any time, collect and hold Punds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Section 2601 et seq. ("RESPA"), unless another law that applies to the Punds 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 Lendor, if Lender is such an institution) or in the 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 secrow 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 astate 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 for ower any interest or earnings on the Funds. Borrower and Londer may agree in writing, however, that interest shall be paid on 'he 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 (six 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 Punds 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 solo 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 again. The sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lat decunder 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; Liene. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and lesselected 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 Lander all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Leuder receipts evidencing the payments.

Borrower shall promptly discharge any lion 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 (a) 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 means of the actions set forth above within 10 days of the giving of notice.

Home Ball St.

.5. Hazard or Property Insurance. Horover shall be up the improvement now existing or resister are desired 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 incurance 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 presnitums 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 Lander 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 sconomically feasible and Lander's security is not lessened. If the restoration or repair is not sconomically feasible or Lander'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 assess within 30 days a notice from Lander that the insurance carrier has offered to settle a claim, then Lander may collect the Essurance proceeds. Lander may use the proceeds to repair or restors 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 Berre wer otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly say nests 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, Mainterance and Protection of the Property; Berrower's Lean Application; Leansholds. 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 oc upy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agree, it writing, which consent shall not be unreasonably withheld, or unless externating 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 tar 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 Indiament or Lander's security interest. Borrower may ours such a default and reinstate, as provided in paragraph 18, by causing the skips or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrowe. Interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Engrewer shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or enternests to Lander (or falled to provide Lander 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 lessehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Provisty, the leasehold and the fee title shall not merge unless Lender agrees to the morger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights at the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), the 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 the paying any sums secured by a lies 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 paying reasonable of the property to make repairs.

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 Lander 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 ispeed or costed to be in effect. Lender will accept, use and retain those payments as a loce reserve in these of mortgage insurance. Lose secures

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payments may no longer be required, at the option of Lectier, if mortgage manipuse 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.

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

18. 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 Leader.

In the event of a total taking of the Property, the proceeds shall be applied to the same 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 same 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 same secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the same 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 same secured by this Security immediately whether or not the same 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, de rower 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 because.

Unless Lander 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 Lun'ar Not a Walver. Extension of the time for payment or mudification 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 refus to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any degram) made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remady shall not be a waiver of or preclude the exercise of any right or remady.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-t grave. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of London 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. (b) is not preceding obligated to pay the same secured by this Security Instrument; and (c) agrees that Lander 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. Loss Charges. If the loss secured by this Security Instrument is subject to a law which sets maximum loss charges, and that law is finally interpreted so that the interest or other loss charges collected or to be collected in Arcection with the loss exceed the permitted limits, then: (a) any such loss charge shall be reduced by the amount necessary to refuse the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refused 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 given by first class mail to Lender's 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.

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

17. Transfer of the Property or a Boseficial Interest in Berrower. 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 Londor's prior written consent, Londor 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 Lander if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lander 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 Socurity Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Leader may invoke any remedies permitted

by this Security instrument without further notice or demand on Borrower.

18. Borrower's Right to Relactate. 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 nums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) curse any default of any other covenants or agreements; (o) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' feet; and (d) takes such notion as Lander may reasonably require to assure that the lien of this Security Instrument, Under's rights in the Property and Rorrower'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 offictive as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph (7)

19. Sale of Note; Change (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 marked 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 staress to which payments should be made. The notice will also contain any other

information required by applicable law.

20. Hazardous Substances. Borrower abal not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrover 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 use generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

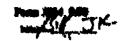
Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is restlict 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, kerceane, other famouble or toxic petroleum products, toxic posticides and herbicides, volatile solvents, materials containing asbestos or formaldabyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" meens 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 Berrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under gerngraph 17 unions applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required (a) we the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must on cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of sixtums 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 forecleaure proceeding the non-existence of a default or any other defence 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 precenting. 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 wrives all right of homestead exemption in the Property.



## UNOFFICIAL COPY

Graduated Payment Rider Planned U	he rider(s) were a part of th nium Rider Init Development Rider overnent Rider		
BY SIGNING BELOW, Borrower accepts and agrees to the any rider(s) executed by Borrower and recorded with it. Witnessee:	0,	sined in this Security Instrument face Kang	(Seel)
			(Seal)
Bu Was Kare 1800		TSO	(Pach
BO UNG RANG  -Borrower  STATE OF ILLINOIS,	Cook County a		-Bonowerg
1. The undesigned But ung Kang & Jeong Her	lotary Public in and for sale  KG Mg Lus Gard	d county and state do hereby or the care FR	
subscribed to the foregoing instrument, appeared before me this signed and delivered the said instrument as a local delivered the said instrument.	day in person, and acknow	o be the same person(s) whose ledged that '/ he	

# 93008297

## UNOFFICIAL COPY LOAN NO. 0894044

#### 1-4 FAMILY RIDER

#### Assignment of Rents

THIS 1-4 PAMILY RIDER is made this 30TE day of DECIMALE 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

ON MORTGAGE CORPORATION, A WISCONSIN CORPORATION

(the "Lendor")

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

1236 W BALMORAL CHICAGO ILLIMOIS 6062E (Property Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further downant 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 whatevever 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 extinguesting apparatus, security and access control apparatus, plumbing, bath tube, water heaters, water closets, sinks, ranges, rioves, refrigerators, dishwashers, disposals, wathers, dryers, awnings, storm windows, storm doors, screens, blinds, whades, curtains and curtain rods, attached mirrors, cabinets, penelling and attached floor coverings now or hereater attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and rurain 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 lessehold estate if the Security Instrument is on a leasehold) are referred what this 1-4 Pamily Rider and the Security Instrument as the "Property,"
- B. USE OF PROPERTY: COMPLIANCE WITH LAW. Borrows well not seek, agree to or make a change in the use of the Property or its zoning classification, unless Londor is greed in writing to the change, Borrower shall comply with all laws, ordinances, regulations and requirement of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not an away any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written regarded.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in selation to the other hazards for which insurance is required by Uniform Covenant 5.
  - E, "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.
- G. ASSIGNMENT OF LEASES. Upon Londer's request, Borrower shall assign to Londer 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 leasebold.

MULTISTATE 1-4 FAMILY RIDER -Fannie MoorFreddie Mae Uniform Incirument

VMP MORTGAGE FORME - (913)303-8100 - (900)581-7801

-67 (0103)

#### UNOFFICIAL COPYON NO. 10395051

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 in 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 my 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 cress of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney when receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assemblests 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 agents or a judicially appointed receiver, shall not be required to enter upon, 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 of then 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 remodies permitted by the Security Instrument.

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

Rider.

(Seal)
-Borrower
- (Seal)
-Borrower
- (Seal)
-Borrower

... (Seci) Borrower

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Form \$179 \$/00

### **UNOFFICIAL COPY**

Property of Cook 2628 OFFICE