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WHEN RECORDED MAIL TO:

INDEPENDENCE ONE MORTGAGE CORPORATION
A MICHIGAN CORPORATION
100 WEST 22ND STREET, STE. 141
LOMBARD, IL 60148-6489
LOAN NUMBER: 1028657

93 / 6032

93176032

DEPT-01 RECORDING \$35.00
T31111 TRAN 8843 03/09/93 11:19:00
63259 4-93-176032
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on J. S. B. E. B. FEBRUARY 22ND, 1993.

The mortgagor is JOSEPH DE JESUS BARRAZA, MARRIED TO ANO ESTEBAN BARRAZA, MARRIED TO JOSEFA NEVAREZ, J. S. B. E. B. MARTA DE LA LUZ J. S. B. E. B. ("Borrower"). This Security Instrument is given to E. C.

INDEPENDENCE ONE MORTGAGE CORPORATION, A MICHIGAN CORPORATION
which is organized and existing under the laws of MICHIGAN,
300 GALLERIA OFFICENTRE, SOUTHFIELD, MI 48034

(("Lender"). Borrower owes Lender the principal sum of
SEVENTY SIX THOUSAND AND NO/100
Dollars (U.S. \$ 76,000.00). 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
MARCH 1ST, 2008. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced
by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with
interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's
covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage,
grant and convey to Lender the following described property located in

COOK

County, Illinois

LOT 20 IN BLOCK 8 IN HANSON'S SUBDIVISION OF THAT PART OF THE WEST 1/2
OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST
OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF
GRAND AVENUE, IN COOK COUNTY, ILLINOIS.

TAX ID: 13-32-211-039

which has the address of 2210 NORTH MENARD AVENUE, CHICAGO, ILLINOIS

Illinois 60639 ("Property Address")
[Street] [City]
[Zip Code]

ILLINOIS - Single Family - Punto Mac/Prudential Mac UNIFORM INSTRUMENT
(TGM-10701-0202)
MFCID9503 - 08/92

Form 3014 9/90 (page 1 of 6 pages)
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1028657

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ITEM 147012 (1920)

loads or flooding, for which Lender requires reinsurance. This insurance shall be maintained in the amounts and proportion insured against loss by fire, hazards included within the term "property" and any other hazards, including 5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the

which may affect priority over this Security Instrument. Lender may give Borrower a notice identifying the property in the chain to this Security Instrument. If Lender elects to do so, any part of the property is subject to it if Lender abandons the ownership of the item, or (e) securities from the legal proceedings herein and subsequent assignment to the Lender by, or decends against attorney enforcement of the item, legal proceedings wherein an attorney's option to proceed to the item, or (f) securities in the possession of the Lender in a manner acceptable to the Lender.

Borrower shall promptly disclose any such security over this Security Instrument unless otherwise:

under this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payment.

time directly to the person owed payment. Borrower shall furnish to Lender all notices of nonpayment to be paid shall pay these obligations in due manner provided in paragraph 2, or if not paid in due time, Borrower shall pay them on time pay the amount may directly owe this Security Instrument, and subsequently payments of previous rents, if any, Borrower

4. Charages: Lien, Borrower shall pay all taxes, assessments, charges, fines and impositions liable to the property which may accrue, to prevent, to prevent due under the note.

paragraph 2, third, to interest, to principal due, to any prepayment charges due under the Note; second, to attorney payable under

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

secured by this Security Instrument.

Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the property, prior to the acquisition of funds payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

deficiency in no more than twelve months pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency at any time sufficient to pay the Escrow fees when due, Lender may so notify Borrower in writing, and, in Lender at any time is not sufficient to pay the requirements of an escrowable item, if this amount of the funds held by Lender for the excess funds in accordance with applicable law, Lender shall receive a credit against the sum

secured by this Security Instrument.

and this purpose for which each debt to the Funds was made. The Funds are pledged as additional security for all sums Lender shall give to Borrower, without charging of the Funds, allowing credits and debits to the Funds or earnings on the Funds or gains or losses in writing, however, that interest shall be paid on the Funds if agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest unless a reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an Lender to make such a charge, however, Lender, under pay a sum-time charge for an independent real accounting, or verify that Escrow items, unless, Lender may not charge Borrower for holding and applying the Funds, similarly multiplying the escrow balance, if Lender is such an account (see "(RTSPA") unless Escrow items, Lender may not charge Borrower for holding and applying the Funds, similarly multiplying the escrow balance, or verifying the Funds shall be held in an account which is measured by a general category, or equally including Lender, if Lender is such an account (see "(RTSPA") or in any Federal Home Loan Bank, Lender shall apply the Funds to pay

This Funds shall be held in an account which is measured by a general category, or equally

receivable advances of expenditures, of future Escrow items or otherwise in accordance with applicable law, unless a loan applies to the Funds lessor amount. It so, Lender may, at any time, collect and hold Funds in an amount to pay him advances to the Funds my require for Borrower's 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 Lender is under for a federal mortgage loan my require for Borrower's account under the minimum items are called "Fees, etc." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgagor insurance premiums. These advances are payable by Lender monthly insurance premiums, if any sums payable by Borrower to Lender or toward rents on the property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood advances and assessments which may affect the property under the Note is paid in full, a sum ("Funds"), for: (a) yearly to Lender on the day monthly payments are due under the Note, until the Note is paid in full, or to a written waiver by Lender, Borrower shall pay 2. Taxes for Taxes and Insurance. Subject to the provisions of the Note and any prepayments due under the Note,

1. Payment of Principal and Interest: Borrower shall promptly pay when due the

UNIFORM COVENANTS, BORROWER AND LENDER COVENANT AND INGREDIENTS.

THIS SECURITY INSTRUMENT contains uniform covenants for normal use and non-uniform covenants with immovable securities of record.

Borrower grants and will defend generally the title to the property against all claims and demands, subject to any mortgage, grant and convey the property and that the property is unencumbered, except for encumbrances of record, 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 insurance now or hereafter a part of the property. All regular expenses shall be covered by this Security

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures, appurtenances,

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for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

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

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leneholds. 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 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.

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

ITEM 1A7G13 (0202)

Form 3014-9/90 (page 3 of 6 pages)

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outplacement of this Security Interim until it has been reviewed by the controller or; (a) 5 days (or such other period as may be necessary to review the Security Interim).

If Lender of exercises his option, Lender shall give Borrower notice of acceleration, the notice shall provide a period of not less than 30 days from the date this notice is delivered or mailed within which Borrower must pay all sums secured by this Security instrument without further notice or demand on Borrower.

15. Governing Law; Governing Body. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note are

14. Notices. Any notice to Borrower shall be given in writing and shall be given by delivery in or by mailing it by first-class mail unless applicable law requires use of a more expeditious method. The notice shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

13. Loan Charges. If the loan secured by this Security Instrument is subordinated to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or a part of the interest as collected or to be collected in connection with the loan exceeds the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the loan to the permitted limits; then: (b) any such loan charge shall be reduced by the amount necessary to reduce this charge to the permitted limits without regard to Borrower's right to collect the balance of the loan.

Options to extend or amend Borrower's other loans, and options to prepay such loans, may affect the amount of such payments. If Borrower fails to pay any principal or interest when due, or if Borrower fails to comply with any other term of this Note, Lender may declare all amounts outstanding under this Note to be immediately due and payable. Any acceleration of principal or interest will result in acceleration of any debt of Borrower to Lender in accordance with the terms of this Note.

In the foregoing is summarized a portion of the manner in which the claims to marine insurance are presented to the court.

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, until any excess shall be paid to Borrower. In the event of a partial taking of the property in satisfaction, whether or not then due, the proceeds shall be applied to the sums secured by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless otherwise provides, the proceeds shall be applied to the sums secured by this Security instrument whichever of the sums are then due.

any good and valid title to the property, or for conveyance in lieu of condemnation, are hereby waived and shall be paid to Lender.

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applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to the maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 22nd day of FEBRUARY, 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
INDEPENDENCE ONE MORTGAGE CORPORATION, A MICHIGAN CORPORATION
(the "Lender")
of the same date and covering the Property described in the Security Instrument and located at:
2210 NORTH MENARD AVENUE, CHICAGO, IL 60639

[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, bathtubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, unattached mirrors, cabinets, paneling and unattached 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 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 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 lease hold.

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

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borrows
holder
(Seal)

borrows
holder
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borrows
holder
(Seal)

ESTEAN BARAZA
BETTER
C. E.
SOCIETY OF SOUS BARAZA
GREGORIO GUTIERREZ

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

I. CROSS-DEFRAUDATOR PROVISION. Borrower's default or breach under any note or agreement in which Lender has au-

thorized shall be a breach under the Security Instrument; and Lender may invoke any of the remedies permitted by the Security Instrument if Borrower fails to pay any sum secured by the Security Instrument due or will-

any default or invalidity of any other note or remedy of Lender. This assignment of Rents of the Property shall terminate when
judicatory appointed receiver may do so at any time within a default occurs. Any application of Rents shall not entitle or waive
maiorum the Property before or after a filing notice of default to Borrower. However, Lender, or Lender's agents or
Borrower repudiate any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agent, a fiduciary appointed receiver, shall not be required to enter upon, and take control of or
not perform any act that would prevent Lender from executing any prior assignment of the Rents and has not used will
secured by the Security instrument to Lender in Convenant 7.

If the Recipient of the Property are not sufficient to cover the cost of taking control of and managing the Property and of
possessing it and manage the Property and collect the Rents and profits derived from the Property without any liability as to
the liability of the Recipient necessarily received; and (v) Lender shall be entitled to have a receiver appointed to take
account for only those Rents necessary to the security of the Rents and profits derived from the Property will without any liability as to
the account of the Security instrument; (vi) Lender, Lender's agent or any judicially appointed receiver shall be liable to
bounds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to
due and unpaid to Lender or Lender's agent upon Lender's written demand to the tenant; (vii) unless applicable law provides
otherwise, all rents collected by Lender or Lender's agent shall be applied first to the costs of taking control of and managing
the Property and receive all of the Rents of the Property; (viii) Borrower agrees that each tenant of the Property shall pay all Rents
due and unpaid to Lender or Lender's agent upon Lender's written demand to the tenant; (ix) Lender shall be entitled to
the benefit of Lender only, to be applied to the sums secured by the Security Instrument (x) Lender shall be entitled to
Lender gives notice of breach to Borrower; (i) all Rents received by Borrower shall be held by Borrower as trustee for
complaints in bankruptcy assignment and not an assignment for fiduciary security only.

Rents until: (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii)

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