(page 1 of 8 pages)

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(12 PM 3: 33:	933575 Name: F&M DOCS Business Address:	9401 LEE HIGHWAY SUITE 400
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LOAN# 2342080	MORTGAGE	en e
THIS MORTGAGE ("S	courity Instrument") is given on	MAY 04, 199
The mortgagor is MICHAE	L. L. TUCKER, UNMARRIED AND PE	RTTI I. HYVONEN, UNMARRIED
("Borrower"). This Security	y Instrumencis given to CITTBANK, FE	
under the laws of	THE UNITED STATES OF AMER	, which is organized and IICA , and whose ad
	ENUE, OAKLAND, CA 94612	("Lender"). Borrower owes Le
and payable on	"), which provides for monthly paymen NE 01, 2023. This Section Instru- Note, with interest, and all renewals, extend with interest, advanced under paragraphs.	y Borrower's note dated the same date ts, with the full debt, if not paid earl iment secures to Lender: (a) the repay ensions and modifications of the Note uph 7 to protect the security of this
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BORROWER COVENANTS that Borrower is lawfully seised 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. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located.

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

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. 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") equal to Lender's estimate, as described below, of:

 (a) one-twelfth of each type of yearly taxes and assessments which may attain priority over this Security Instrument; (b) one-twelfth of the yearly leasehold payments or ground rents on the Property, if any; (c) one-twelfth of the yearly hazard or property insurance premiums; (d) one-twelfth of the yearly flood insurance premiums, if any; (e) one-twelfth of the yearly mortgage insurance premiums, if any; and (f) one-twelfth of any similar items which are commonly paid by porrowers to lenders, whether now or in the future, in connection with a secured debt. The items described in (a) (f) are called "Escrow Items".

The Funds shall be placed in an account ("E.crow Account") at an institution whose deposits are insured by a federal agency, instrumentality or entity (including Lender, if Lender is such an institution) or at any Federal Home Loan Bank. Lender may charge Borrower for holding and applying the Funds, analyzing the Escrow Account and verifying the Escrow Items, and Lender may require Borrower to pay a one-time charge to establish a real estate tax reporting service used or provided by Lender in connection with this loan. Lender shall not be required to pay Borrower any interest or earnings on the Funds.

Lender shall annually analyze the Escrow Account to determine the adequacy of the monthly Funds being collected for each Escrow Item; at its option Lender may analyze the Escrow Account more frequently. Lender shall estimate the amount of Funds needed in the Escrow Account, to pay future Escrow Items when due, on the basis of: (i) current data, including the anticipated disbursement dates for each Escrow Item; (ii) reasonable estimates of expenditures of future Escrow Items; (iii) the time interval between disbursements for each Escrow Item; and (iv) the amount of Funds in the Escrow Account for each Escrow Item at the time Lender analyzes the Escrow Account. Lender and Borrower agree that Lender's estimate of the amount of Funds needed in the Escrow Account is an approximate calculation. At any time if the amount of Funds in the Excrow Account for each Escrow Item will not be sufficient to pay each Escrow Item when due, Lender may notify Bo rower in writing and may require Borrower to pay Lender the amount of the deficiency. Borrower shall be in defact: if after receipt of notice from Lender, Borrower fails to timely pay Lender the amount of the deficiency. A Lender's sole discretion, Borrower may repay any deficiency in no more than 12 monthly payments. If Lerder's Escrow Account analysis indicates that the Funds in the Escrow Account for each Escrow Item exceed the amount Lender estimates is needed to pay each future Escrow Item when due, Lender shall refund any such excess to Borrower within 30 days of the Escrow Account analysis. In addition to the Funds estimated as described above, and to ensure that the Funds in the Escrow Account will be sufficient to pay Escrow Items when due, Lender may require Borrower to maintain in the Escrow Account an additional balance of Funds not to exceed 2 monthly escrow payments.

Lender shall apply the Funds to pay the Escrow Items when due. Lender shall give to Borrower an annual accounting of the Escrow Account, showing credits and debits to the Escrow Account and the purpose for which each debit from the Escrow Account was made. The Funds in the Escrow Account are pledged to Lender as additional security for all sums secured by this Security Instrument. Upon payment in full of all sums secured by this Security Instrument, Lender shall refund to Borrower any Funds held by Lender. Such refund shall be made within 30 days of Borrower's payment of all sums secured by this Security Instrument. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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Lender's and Borrower's covenants and agreements under this paragraph 2 are subject to applicable state and federal law.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2 and any sums payable by Borrower to Lender in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

5. Hazard or Property Insurance. Bo rower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fin, b zards included within the term "extended coverage" and any other hazards for which Lender requires insurance it cliding floods or flooding, whether or not identified or existing at the time the loan is made. 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 to 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 male promptly by Borrower.

Insurance proceeds shall be applied to restoration or repair of the Property damaged if, in Lender's sole determination, 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 dw, 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 princip a 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.

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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 banki uptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and may 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 paying fees for periodic inspections of the Property. In addition to these actions Lender may enter on the Property to make repairs, change locks, replace or board-up doors and vindows, drain pipes, eliminate building code violations or dangerous conditions, turn utilities on or off, or undertal e whatever else is necessary to protect the value of the Property and Lender's rights in the Property. 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. In addition, subject to applicable 15.7, Borrower agrees to pay Lender interest at the Note rate on all other sums secured by this Security Instrument which are due and unpaid.

- 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 mor gage 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 instance 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-hortgage 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 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 condoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or colden 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 conthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbeat ance 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 commerce 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 Corrower'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.

Modifications of any of Borrower's or Lender's covenants or rgr ements under this Security Instrument or the Note shall not: (i) act as a satisfaction, release or novation; (ii) charge or impair Lender's security interest or lien priority in the Property; (iii) affect Lender's rights to prohibit or restrict future modifications requested by Borrower; or (iv) affect Lender's rights or remedies under this Security Instrument or the Note.

- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signer: The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Leader and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be join 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; Park (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodation, with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by personal delivery or by sending it by: (i) first class mail postage prepaid, or (ii) prepaid overnight delivery service, or (iii) any similar common or private carrier or delivery method generally accepted in the locality where the Property is located, 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 postage prepaid 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. Severability. 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 duplicate of the Note and of this Security Instrument,
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by fe ieral law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinsta ement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry c_I is judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums within then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any de ault 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 sele 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 e sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

Witnesses:		e e e e e e e e e e e e e e e e e e e		
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I, THE UNDERSIGNED , a Notary Public in and for said county and state, DO HEREBY CERTIFY that TUCKER AND PERTTI I. LYVONEN, BOTH BACHELORS personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY delivered the said instrument as THEIR staned and free and voluntary act, for the uses and purposes therein set forth.

> "OFFICIAL SEAL" Deborah Kerr Harris Notary Public, State of Illinois Cook County

My Commission Expires 10/7/95

Given under my hand and official seal, this 4th. day of

DEBORAH KERR HARRIS

My commission expires

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" (page 8 of 8" pages)

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-UNICRM 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 orders 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 occurity Instrument, Lender shall release this Security Instrument. Subject to applicable law, Borrower shall pay a reasonable fee for the preparation of the release document and shall pay any recordation costs.
 - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider chall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

	Adjustable Rate Rider	Condominium Rider	Adjustable Pate Assumption Rider
	Graduated Payment Rider	Planned Unit Development Rider	Fixed Rate Assumption Rider
	Balloon Rider	X 1-4 Family Rider	Second Home Rider
X	Other(s) [specify] SEE EXE	HBIT "A"	

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MULTISTATE 1-4 FAMILY RIDER

Property described in the Security Instrument, the following it as a endeed to the Property description, and some sold sold sold on grantentals, applicances and goods of ever nature whatsoever now or hereafter located in, on, or used, or intenced to be used in connection with the Property including, but not limited to, those for the purposes of arguing or distributing heating, cooling electricity, gas, water, air and light, fire prevention and extinguishing agreementy, including, buth tubs, water heaters, water closets, sinks, ranges, stoves, retrigerators, dishwashers apparatus, plumbing, buth tubs, water heaters, water closets, sinks, ranges, stoves, retrigerators, dishwashers disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain to a which, including replacements and additions thereto, shall be deemed to be to creating and curtain from all of which, including replacements and additions thereto, shall be deemed to be to creating party covered by the Security Instrument. All of the foregoing together with the Proporty described in the Security Instrument (or the leaschold estate if the Security Instrument is on a leaschold) are referred to in this 1-family Rider and the Security Instrument as the "Property".		* * * * * * * * * * * * * * * * * * *			1 · 1 · 1	•
also constitute the Property covered by the Security Instrument: but dung materials, appliances and goods of ever 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 surplying or distributing heating, cooling electricity, gas, water, air and light, fire provention and extinguishing sprayers, security and access control apparatus, plumbing, buth tube, water heaters, water closets, sinks, ranges, stoves refrigerators, dishwashers disposals, washers, dryers, arvaings, storm windows, storm doors, screens, blinds, shades, curtains and curtain tooks, attached nutrors, cabinets, panelling and attached floor coverings now or bereath, citached to the Property rods, including replacements and additions thereto, shall be deemed to be took containing the Property Property covered by the Security Instrument and additions therefore, shall be deemed to be took control of the leasehold estate if the Security Instrument for the leasehold estate if the Security Instrument for the leasehold estate if the Security Instrument for the leasehold state in the Security Instrument for the leasehold estate if the Security Instrument is on a jeaschold) are referred to in this 1-	•	e de la companya de La companya de la co				
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LOAN# 2242080 (Assignment of Rents) THIS 1-4 FAMILY EIDER is made this 04 day of MAY (the "Security Instrument,") of the same date given by the undersigned (the "Borrower") to security Instrument, and is incorporated into a day of the same date given by the undersigned (the "Borrower") to security Instrument, and the Pavings Bank (the "Security Instrument," and is incorporated in the Security Instrument, and located of Trust or Security Instrument and located at: (the "Lender" (the "Security Instrument and located at: (the "Lender" (the "Security Instrument and located at: (the "Lender" (the "Security Instrument and located of Trust or Security Instrument and located of Trust or Security Instrument and covering the Paville Same date given by the undersigned of Trust or Security Instrument and located of Trust or Security Instrument and located of Trust or Security Instrument Instru	na jaragen na eleka ili ekonomia arasi Ali Militaga kwama arasi ili ek	in the second of	ar i i i i	April 1985		ent, the
LOAN# 2242380 (Assignment of Rents) THIS 1-4 FAMILY CIDER is made this 04 day of MAY (the "Security Instrument the Mortgage, Deed of Trust of Security Instrument, of the same date given by the undersigned (the "Borrower") to security Instrument, of the same date given by the undersigned (the "Borrower") to security Instrument, of the same date given by the undersigned (the "Borrower") to security Instrument and located at: (the "Lender" of the same date and covering the Property described in the Security Instrument and located at: (the "Lender" of the same date and covering the Property described in the Security Instrument and located at:	galati Tanggaran pe ⁿ anggaran pagaran					agen and a

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Property. shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change

the Security Instrument to be perfected against the Property without Lender's prior written permission. C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to

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. "PORROWER'S RIGHT TO REINSTATE " DELETED. Uniform Covenant 18 is deleted.

covenants and ag eem ants set forth in Uniform Covenant 6 shall remain in effect. sentence in Chilorn Coverant 6 concerning Botrower's occupancy of the Property is deleted. All remaining F. BORP JVER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first

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

paid to Lender or Lender's agent. This assignment of kerr, constitutes an absolute assignment and not an to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be agents. However, Borrower shall receive the Rents until (1) Lender has given Borrower notice of default pursuant agents to collect the Rents and agrees that each team of the Property shall pay the Rents to Lender or Lender's Property, regardless of to whom the Rents of the respecty are payable. Borrower authorizes Lender or Lender's absolutely and unconditionally assigns and "ansfers to Lender all the rents and revenues "Rents") of the H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION, BOTTOWER

assignment for additional security only.

only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be halle to account for insurance premiums, taxes, assessments and other charges on the Property, and then to the tums secured by the not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be Property shall pay all Rents due and unpaid to Lender or Lender's agent tool lender's written demand to the shall be entitled to collect and receive all of the Rents of the Property; (iii) Porrower agrees that each tenant of the trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property showing as to the inadequacy of the Property as security. possession of and manage the Property and collect the Rents and profits derived from the Property without any

Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7. to escanbedeating sing states any fund by Lender for roup purposes shall become sindebtedness of

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

permitted by the Security Instrument.

Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies

I. CROSS PEFAULT PROVISION. Borrower's default or breach under any note or agreement in which the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents of or maintain the Property before or after giving notice of breach to Borrower. However, Lender, or Lender's Lender or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not

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