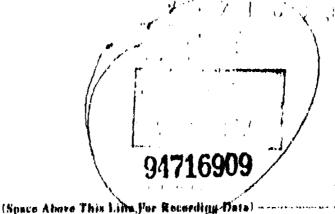
SAS - A BYNSON OF INTERCOUNTY

### UNOFFICI



MORTGAGE

171A Cam No.

131:7739289 703 CMC NO. 0001257625

THIS MORTGAGE ("Security Instrument") in given on

. The Mortgagor is

EDWARD G. BANCHEZ NORMA L. SANCHEZ HIT

COUNTY RECORDER

("Borrower"), This Security Instrument is given to CROWN MORTGAGE CO.

which is organized and existing under the laws of address is 5141 W. 95TH ST. OAK LAWN. IL 80453 , and whose

("Lender"). Borrower owes Lender the principal aum of

FORTY FOUR THOUSAND NINE HUNDRED NINETY & 00/100 HYARE HUNDRED NINETY &

). This debt is evidenced by Borrowor's note dated the same date as this Security Dollars (U.S. \$ 44,990,00 Instrument ("Note"), which provides for monthly payments, with the full debt, it can paid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debt August 1, 2024 evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the nayment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security lustrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note, For this purpose. Horrower does hereby mortgage, grant and convey to Lendor the following described property located in County, Illinois:

THE EAST 16 2/3 FEET OF LOT 18 AND THE WEST 16 2/3 FEET OF LOT 19 IN BLOCK 193 IN CHICAGO HEIGHTS IN THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX 10 NO. 32-29-207-020

TAX ID NO.

TAX ID NO.

91 WEST 21ST STREET, CHICAGO HEIGHTS which has the address of (Zip Code) ("Property Address"); Illinois 60411

(Street, City).

-4R(IL) (9103)

VMP MORTGAGE FORMS . (3)31293-8100 . (800)821-7291

PHA Illinois Mortgage - 2/91 Initial EGS

TOOETHER WITH all the improvements now or hereafter erected on the property, and all essements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 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.

[11]

- 1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note,
- 2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as act forth in the Note and any late charges, an installment of any (a) taxes and special assessments tevied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

linch monthly installmen for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one sixth the estimated amount of payments required to pay some stems when due, and if payments on the Note are current, then Lender shall either refund the excess over one sixth of the estimated payments or credit the excess over one sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium; if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in na amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one twelfth of one half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and an inortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower, Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

Pirst, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.



Initials: EG.S.

N.1-5.

## UNOFFICIAL COPY CMC NO. 0001257825

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any bazards, casualtles, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone do due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosics of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

- 5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan in in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Londer (or falled to provide Londer with any material information) in connection with the logic exidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a cincipal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, It Borrower acquires for title to the Property, the leasehold and fee title shall not be merged unless Londer agrees to the merger of writing.
- 6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other 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, for condomnation or to inforce laws or regulations), then Lender may do and pay whatever in necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of

-4AIIL) (910.)

Initiate E. G.S.

the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

H. Fees, Lender may collect fees and charges authorized by the Secretary.

#### 9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument

prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secrete, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or

otherwise transferred (other than by devise or descent) by the Borrower, and

- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee obes so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (e) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) Regulations of HUD Secretary D. many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment de au to to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize occeleration or foreclosure if not permitted by regulations of the Secretary.
- (c) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option and notwithstanding anything in prograph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.
- 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall, tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are colligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.
- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of 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 successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

any right or re

-4R(IL) (910)

initials & G.S.

- 12. Successors and Assigns Bound; Joint and Several L'ability; Co-Signers. The covenante and agreements of this Security Instrument shall bind and benefit the miccessors and assigns of Lender and Borrower, subject to the provisions of paragraph 9,6. Borrower's covenants and agreements shall be joint and several. Any Horrower who comigns 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 abligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Notices. Any notice to Borrower provided for in this Security Instrumentshall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Londor. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Dorrower or Lender when given an provided in this paragraph.
- 14. Governing Law; Severability, This Security Instrument shall be governed by lederal 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.
  - 15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.
- 16. Assignment of Rents. Borrower unconditionally usaigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the routs and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement (1) be Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional ecority only.

If Londer gives notice of breach to Horrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenent of the Property shall pay all rents due and impaid to

Lender or Lender's agent on Lender's written demand to the tenant.

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 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may so so at any time there is a breach. 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 the debt secured by the Security Instrument is paid in full.

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

- 17. Foreclosure Procedure, If Lender requires immediate payment in full under participally, Lender may forecluse this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 18. Release. Upon payment of all sums secured by this Security Instrument, Londer shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
  - 19. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

-4R(IL) (910 H

# UNOFFICIAL COPY NO. 0001257625

| 20. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, one covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument, ICheck applicable box(es). |   |  |
|--|---|--|
|  |   |  |
|  | Planned Unit Development Rider [X] Growing Equity Rider  BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any  |  |
| rider(s) executed by Borrower and recorded with it.  Witnesses:  |   |  |
|  | EDWARD G. SANCHEZ (Seal)  |  |
| •  | NORMA L. SANCHEZ HIS WIFE OFBORROWER  |  |
|  | (Seal)  |  |
|  | STATE OF ILLINOIS,  County ss: County ss:   |  |
|  | I, the the certify that EDWARD G. SANCHEZ NORMA L. SANCHEZ HIE WITE   |  |
| 716909   | name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they/ he/she signed and delivered the said instrument to his/her free and voluntary act, for the uses and purposes therein starth. |  |
| 16424  | My Commission Expires: Coleen Wirtel  Notary Public, State of Illinois  My Commission Expires 2/10/96  My Commission Expires 2/10/96  |  |
|  | This Instrument was prepared by: CROWN MORTGAGE, CO.  |  |

#### 1-4 FAMILY RIDER

Assignment of Rents

THIS I 4FAMILY RIDIR is made this 10th day obsquet . 1994 , 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

CROWN MORTGAGE CO.

(the "Londer")

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

91 WEST 2137 STREET, CHICAGO HEIGHTS, Illing # 88411

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Burrower 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 in Lereafter 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, but toba, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, and ings, storm windows, storm doors, ecreens, blinds, shades, curtains and curtain rods, attached mirrors, cabing a panelling and attached floor coverings now or hereafter attached to the Property, all of which, including enlacements 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 to the lessehold entate if the Security Instrument is on a leasehold) are referred to in this 1-4 Pamily R der 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 in required by Uniform Covenant 5.
  - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

MULTISTATE 1-4 FAMILY RIDER-Fannia Mae Uniform Instrument

Page 1 of 2

-57 (9212)

VMP MORTOAGE FORMS \* (313)293-8100 \* (809)821-7281

Form 3170 12/92 3 10111als & G S 7 N & S . 3



Property of Coot County Clert's Office

94716509

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 LEASIS. Upon Lender's requent, Borrower shall usuign to Lender all lenses 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 O, the word "lease" shall mean "sublemse" if the

Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS: APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable, Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower writee of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the terrant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents

constitute can at so ute assignment and not an assignment for additional security only.

If Lender given 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 accured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents 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 coats of taking control of and managing the Property and collecting the Rents, including out not limited to, attorney's fees, recoiver's fees, premiums on receiver's bonds, repair and maintenance coass, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums seemed by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to execute the 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 Londer for such purposes shall become indebtedness of Borrower to Lender secured by the Security Pastrument pursuant to Uniform Covenant 7.

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

paragraph.

Lender, or Lender's agents or a jodicially 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 times when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the succe secured by the Security Instrumentare paid in full.

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

the remedies permitted by the Security Instrument.

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

| Edward C Sound (See)  EDWARD G. SANCHEZ  FIGURE  FIGUR | NORMA L. BANCHEZ Sancher (Sent) |
|--|---------------------------------|
| (Sent)   | (Scal)                          |
| -Borrower  | -Harrawer                       |

-Barrawur

Property of Coot County Clert's Office

94716909