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COOK COUNTY, ILLINOIS  
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04000001

Mail To:

BELL FEDERAL SAVINGS AND

LOAN ASSOCIATION

CHICAGO, ILLINOIS 60603

CITY OF CHICAGO

STATE OF ILLINOIS

ZIP CODE 60603

BOOK 132

HOME OFFICE LOAN NO. 94000001

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **JANUARY 27TH**,  
1994. The Borrower is **HUGO ELIO SALGADO AND JUANA SALGADO, HIS WIFE AND ANTONIO HERRERA,**  
**A BACHELOR AND BERULIO SALGADO, A BACHELOR** (Borrower). This Security Instrument is given to **BELL FEDERAL SAVINGS AND LOAN ASSOCIATION** **IN THE UNITED STATES OF AMERICA**, which is organized and existing  
under the laws of **ILLINOIS**, and whose address is **79 West Monroe Street - Chicago, IL 60603** ("Lender").  
Borrower owes Lender the principal sum of **ONE HUNDRED TWENTY FOUR THOUSAND TWO HUNDRED AND 00/100**  
Dollars (U.S. \$ 124,200.00....). 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 **08-01-2024**. 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 prop-  
erty located in **COOK** County, Illinois:

**LOT 8 IN BLOCK 7 IN WISNER'S SUBDIVISION OF LOTS 11 AND 12 IN BRAND'S SUBDIVISION**  
**OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 18, EAST OF THE THIRD**  
**PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

PERMANENT TAX I.D. NUMBER 13-26-218-044

which has the address of **2874 N. WISNER**, **CHICAGO**, **IL**  
(Street)

**Illinois** **60618** ("Property Address");  
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances,  
and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security  
Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,  
grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants  
and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited  
variations by jurisdiction to constitute a uniform security instrument covering real property.

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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 prepayable law or to a written waiver by Lender, unless (a) yearly taxes and assessments which may affect Lender's security instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly mortgage premiums, if any; and (d) any sums payable by Borrower to Lender on the day monthly payment over this Note, until the Note is paid in full, a sum ("Funds") for: (e) yearly hazard insurance premiums, if any; (f) yearly mortgage insurance premiums, if any; and (g) any sums payable by Borrower to Lender for Taxes and Insurance. Subject to applicable law, Borrower shall promptly pay when due (a) yearly taxes and assessments which may affect Lender's security instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums, if any; and (d) any sums payable by Borrower to Lender on the day monthly payment over this Note, until the Note is paid in full, a sum ("Funds") for:

2. Funds for Taxes and Insurance. Borrower shall promptly pay when due (a) and interest on the debt evidenced by the Note and any prepayable law or to a written waiver by Lender, unless (a) yearly taxes and assessments which may affect Lender's security instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums, if any; and (d) any sums payable by Borrower to Lender on the day monthly payment over this Note, until the Note is paid in full, a sum ("Funds") for:

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; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any sums secured by Lender. If, under Paragraph 2, 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.

Borrower shall pay to Lender the amount necessary to make up the deficiency in any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower and, in such case for the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or carriages tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent estate account, or verify the Escrow Items, unless Lender may not charge Borrower for holding and applying the escrow items for the Escrow Items. Lender may not charge Borrower for interest on the Funds and annually analyzing the escrow items held by Lender, if Lender is such an institution whose deposits are insured by a federal agency, instrumentality, or entity including Lender, if Lender is such an institution or in any Federal Home Loan Bank. Lender shall account to Borrower no more than twelve monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amount necessary to make up the deficiency in any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower and, in such case for which each debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security for which each debt to the Funds was made. In annual accounting of the Funds, showing credits and debits to the Funds and the purpose give to Borrower, without charge, an annual account of the Funds, showing credits and debits to the Funds and the purpose on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall on the Funds or applicable law. Unless Lender may not charge Borrower to pay a one-time charge for an independent estate account, or verify the Escrow Items, unless Lender may not charge Borrower for interest on the Funds and annually analyzing the escrow items held by Lender, if Lender is such an institution whose deposits are insured by a federal agency, instrumentality, or entity including Lender, if Lender is such an institution or in any Federal Home Loan Bank. Lender shall account to Borrower no more than twelve monthly payments, at Lender's sole discretion.

The Funds shall be held in an escrow account to be held by applicable law, Lender shall account to Borrower for which each debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security for which each debt to the Funds was made. In annual accounting of the Funds, showing credits and debits to the Funds and the purpose give to Borrower, without charge, an annual account of the Funds, showing credits and debits to the Funds and the purpose on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall on the Funds or applicable law. Unless Lender may not charge Borrower to pay a one-time charge for an independent estate account, or verify the Escrow Items, unless Lender may not charge Borrower for interest on the Funds and annually analyzing the escrow items held by Lender, if Lender is such an institution whose deposits are insured by a federal agency, instrumentality, or entity including Lender, if Lender is such an institution or in any Federal Home Loan Bank. Lender shall account to Borrower no more than twelve monthly payments, at Lender's sole discretion.

Unless Lender may not charge Borrower for interest on the Funds and annually analyzing the escrow items held by Lender, if Lender is such an institution whose deposits are insured by a federal agency, instrumentality, or entity including Lender, if Lender is such an institution or in any Federal Home Loan Bank. Lender shall account to Borrower no more than twelve monthly payments, at Lender's sole discretion.

Unless Lender may not charge Borrower for interest on the Funds and annually analyzing the escrow items held by Lender, if Lender is such an institution whose deposits are insured by a federal agency, instrumentality, or entity including Lender, if Lender is such an institution or in any Federal Home Loan Bank. Lender shall account to Borrower no more than twelve monthly payments, at Lender's sole discretion.

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

5. Hazard or Property Liability Insurance. Borrower shall keep the improvements now existing or hereafter erected on the land or take one or more of the actions set forth above within 10 days of the filing of notice. Borrower shall satisfy the lien or pay the deficiency in the property in accordance with paragraph 7.

Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to inclusion of flood losses or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and including hazards of fire, hazards included within the term "extinguished coverage," and any other hazards, the Property insured against loss by fire, hazards included within the term "extinguished coverage," and any other hazards.

Borrower shall provide such information as may be requested by Lender to determine the amount of insurance required.

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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 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. [Check applicable box(es)].

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input checked="" type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider      |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider           |
| <input type="checkbox"/> Other(s) [specify]      |   |  |

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:

X Antonio Herrera  
ANTONIO HERRERA

X Rogelio Salgado  
ROGELIO SALGADO (Seal)  
—Borrower

X Beculo Salgado  
BEFULO SALGADO

X Juana Salgado  
JUANA SALGADO (Seal)  
—Borrower

(Space Below This Line For Acknowledgment)

STATE OF Illinois  
COUNTY OF Cook } SS:

DIETRA P. POLK, a Notary Public in and for said county and state, do hereby certify that ROGELIO SALGADO AND JUANA SALGADO HIS WIFE AND ANTONIO HERRERA, personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be . THEIR free and voluntary act (his, her, their) and deed and that . THEY executed said instrument for the purposes and uses therein set forth. (he, she, they)

Witness my hand and official seal this 27TH day of JANUARY 1994.

My Commission Expires 05/14/97

"OFFICIAL SEAL"

DIETRA P. POLK

NOTARY PUBLIC, STATE OF ILLINOIS

My Commission Expires 05/14/97

Dietra P. Polk (Seal)

Notary Public

This instrument was prepared by KARIN GRUZALSKI 78 W. MONROE, CHICAGO, IL. 60603

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and Lender or applicable law.

reserves, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available insurance. Loss recoverable payments may no longer be required by the option of Lender, if loss coverage (in lapse or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. A sum equal to one-twelfth of the yearly mortgage insurance premium paid by Borrower when the insurance coverage is not available, from an alternative mortgage insurer to Lender each month by Lender. It subsequently equitably subdivided among the insurance previously in effect, from a cast subdivided equally to obtain coverage subdivided to the insurance previously in effect, Borrower shall pay to Lender each month required to the cost to Borrower of the mortgage insurance previously in effect, for any reason, the mortgage coverage required by Lender lapses or ceases to maintain the insurance in effect. If, for any security instrument, Borrower shall pay the premium required to maintain the loan secured by this payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this

the date of disbursement in the Note and shall be payable, with interest, upon notice from Lender to Borrower requesting security instrument, unless Borrower and Lender agree to other terms of payment, the amounts shall bear interest from this paragraph 7.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this payment paragraph 7, Lender does not have to do so.

paying reasonable attorney's fees and costs incurred by a lien which has priority over this Security instrument, although Lender may take action under actions may include paying any sums secured by a lien which has priority over this Security instrument, appearing in court, may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's such as a proceeding in bankruptcy, probate, for condemnation or enforcement laws or regulations), then Lender evidence 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 an assignment, but in default to provide Lender with any material information in connection with the loan information or statements to Lender (or failing to provide Lender with any material information in connection with the loan interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender, the fee title to the property or other material impairment of the security interest in the property or otherwise materially impair the lien created by this Security instrument or Lender's security interest in the property or otherwise materially impair the lien created by this Security instrument or Lender's could result in forfeiture of the property or otherwise materially impair the lien created by this Security instrument or Lender's be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment causes or results in damage or impairment, allow the property to deteriorate, or commit waste on the property. Borrower shall not unreasonably withhold, or unless excusing circumstances exist which are beyond Borrower's control, Borrower shall not for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be after the execution of this Security instrument and shall continue to occupy the property as Borrower's principal residence unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal residence within sixty days leasesholds. Borrower otherwise agree in writing, and use the property as Borrower's principal residence within sixty days instrument immediately prior to the acquisition.

from damage to the property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security if under paragraph 21 the property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal residence is given.

Unless Lender makes proof of loss if not made promptly by Borrower, Lender may make proof of loss if not made promptly by Borrower. Lender may have the right to hold the policies and renewals. If Lender's rights are lessened, the insurance carrier and of paid premiums and renewal notices. In the event of loss, Borrower shall promptly give notice to the insurance carrier and of the property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened, if the 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. The 30-day period will begin when the notice applies to the sums secured by this Security instrument, whether or not then due. The 30-day period will begin when the notice is filed, or does not answer within 30 days a notice from Lender may use the proceeds to repair or restore the property settle a claim, when Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the property abandons the property, or Lender may use the proceeds to repair or restore the property. If Borrower applies to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower, if Borrower resication or repair is not economically feasible or Lender's security is not lessened, the insurance proceeds shall be of the property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened, if the repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to restoration or repair

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's rights are lessened, the insurance carrier and of paid premiums and renewal notices. In the event of loss, Borrower shall promptly give notice to the insurance carrier and of the property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened, if the 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. The 30-day period will begin when the notice is filed, or does not answer within 30 days a notice from Lender may use the proceeds to repair or restore the property settle a claim, when Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the property abandons the property, or Lender may use the proceeds to repair or restore the property. If Borrower applies to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower, if Borrower resication or repair is not economically feasible or Lender's security is not lessened, the insurance proceeds shall be of the property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened, if the repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to restoration or repair

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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 federal 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 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 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 27TH day of .....JANUARY....., 19 94 , 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 .....BELL FEDERAL SAVINGS AND LOAN ASSOCIATION..... (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

.....2974 N. WISNER.....CHICAGO.....ILLINOIS.....60618.....  
[Property Address]

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers,awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

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

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

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 19 is deleted.

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

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

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

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If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's assigns upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's assigns shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's receiver or any judiciable appointee shall be liable for account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property and 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 and expenses incurred by Lender for such purposes shall become indebtedness of Borrower to Lender securing the Security Instrument pursuant to Exhibit 7.

Borrower represents that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising his rights under this paragraph.

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 and expenses incurred by Lender for such purposes shall become indebtedness of Borrower to Lender securing the Security Instrument pursuant to Exhibit 7.

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 and expenses incurred by Lender for such purposes shall become indebtedness of Borrower to Lender securing the Security Instrument pursuant to Exhibit 7.

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

2. SECURITY INSTRUMENT. Borrower agrees to the terms and provisions contained in this L-4 Family Rider.