

# UNOFFICIAL COPY

Loan #: 931419

FORM 2014 8/00  
Myoria, Inc. Form 800

Page 1 of 4

ILLINOIS - Single Family - FNMARSILMO UNIFORM INSTRUMENT  
05AM750L MTD.00141

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

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 thereto also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

which has the address of  
3034 NORTH ALLEN AVENUE  
CHICAGO (City)

60618 (Zip Code)  
("Property Address")

Property of Cook County

698182796

See Schedule "A" Attached Hereto and Made a Part Hereof.

Tax ID: 13-26-215-061 Section: Block: Lot:

THIS MORTGAGE (Security Instrument) is given on  
March 24, 1994

ADOLFO FRANCO AND NANCY RIVERA-FRANCO  
MARRIED TO NANCY RIVERA-FRANCO  
BANCO POPULAR DE PUERTO RICO  
THE COMMONWEALTH OF PUERTO RICO  
2525 NORTH KEDDIE AVENUE, CHICAGO, IL 60647  
ONE HUNDRED THIRTY-EIGHT THOUSAND AND NO/100  
Dollars (U.S. \$ 138,000.00 )  
This debt is evidenced by Borrower's note dated the same date as the Security Instrument ("Note"), which provides for monthly payments with the full debt to be paid earlier, due and payable on APRIL 1, 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 property located in Cook County, Illinois:

Tax ID: 13-26-215-061 Section: Block: Lot:

REPTIC ORIGINAL COPY

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MORTGAGE

BOX 169

91284849

DEPT-01 RECORDING \$33.00  
140011 TRAM 0925 03/30/94 10:08:00  
\$0498 \* -24-234849  
COOK COUNTY RECORDER

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/12/10

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

**1. PAYMENT OF PRINCIPAL AND INTEREST; RESERVATION 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.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach to the Property; (b) yearly, leasehold payments or ground rents on the Property; (c) any yearly hazard or property insurance premiums; (d) any yearly flood insurance premiums; (e) any yearly mortgage insurance premiums; (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These taxes are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount; if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, institution, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan. Lenders applicable law provides otherwise. Unless an agreement is made or applicable law requires, interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to Borrower any Funds held 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.

**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.

**4. CHANGES; LENS.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach to the Property, and, 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) consents in good faith to 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. 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. WAIVER ON PROPERTY IMPROVEMENTS.** Borrower shall bear the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amount and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower, subject to Lender's approval which shall not be unreasonably withheld if Borrower fails to maintain coverage described above. Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All 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 insurer, other and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

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

**6. OCCUPANCY, RESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; BORROWER'S LOAN APPLICATION.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the Property or Lender's security interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's forfeiture of the Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan application process. Borrower shall comply with all the provisions of the lease if Borrower acquires fee title to the Property, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease if Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. ACQUISITION.** Lender will purchase or otherwise acquire in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payment. Under paragraph 2, the Property is secured by Lender. Borrower's right to any insurance policy and proceeds resulting from damage to the Property due 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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**9. CHANGES; LENS.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach to the Property, and, 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) consents in good faith to 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. 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.

**10. WAIVER ON PROPERTY IMPROVEMENTS.** Borrower shall bear the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amount and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower, subject to Lender's approval which shall not be unreasonably withheld if Borrower fails to maintain coverage described above. Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All 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 insurer, other and Lender. Lender may make proof of loss if not made promptly by Borrower.

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**12. FUNDS FOR TAXES AND INSURANCE.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach to the Property; (b) yearly, leasehold payments or ground rents on the Property; (c) any yearly hazard or property insurance premiums; (d) any yearly flood insurance premiums; (e) any yearly mortgage insurance premiums; (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These taxes are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount; if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future Escrow Items or otherwise in accordance with applicable law.

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**15. WAIVER ON PROPERTY IMPROVEMENTS.** Borrower shall bear the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amount and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower, subject to Lender's approval which shall not be unreasonably withheld if Borrower fails to maintain coverage described above. Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All 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 insurer, other and Lender. Lender may make proof of loss if not made promptly by Borrower.

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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...

8. MORTGAGE INSURANCE. If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect...

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 damage, defect or consequential loss or condemnation with any condemnation award or claim for damages, shall be applied to the sums secured by this Security Instrument...

11. BORROWER NOT RELEASED; FORFEITURE BY LENDER NOT A WAIVER. Extension of the time for payment or modification of any of the terms of this Security Instrument shall not constitute a waiver by Lender of any right or remedy.

12. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17.

13. LOAN CHANGES. 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 limit, then:

14. NOTICES. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in person or by mail to the address stated herein or by other means approved by Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein.

15. GOVERNING LAW, JURISDICTION AND VENUE. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note 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 conflict.

16. 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.

17. BORROWER'S COPY. Borrower shall be given one conformed copy of the Note and this Security Instrument and the Note are declared to be severable. Borrower shall be given one conformed copy of the Note and this Security Instrument and the Note are declared to be severable.

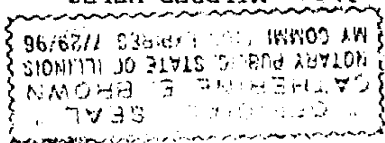
18. BORROWER'S RIGHT TO RESCUE. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the date of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment entering this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which Lender 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 contained in this Security Instrument and the Note as if no acceleration had occurred; and (c) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and

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This instrument was prepared by and should be mailed to Banco Popular, Attn: MILDRED VERLES, 2525 N. Kedzie, Chicago, IL 60647



Notary Public (Seal)

Signature of Notary Public

My Commission Expires

Given under my hand and official seal, this 24th day of March, 2014

in person, and acknowledged that and they signed and delivered the said instrument as their (he, she, they) (jointly) (separately) (jointly and separately)

Personally known to me to be the same person(s) subscribed to the foregoing instrument, appeared before me this day

Address: Franco, Nancy, Rivera-Franco, Husband & Wife

The undersigned, a Notary Public in and for said county and state, do hereby certify that

STATE OF ILLINOIS COUNTY OF COOK

at

(Space below this line for acknowledgment)

Borrower (Seal)

Borrower (Seal)

NANCY RIVERA-FRANCO

Borrower (Seal)

Borrower (Seal)

ADOLFO FRANCO

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. The Borrower has received a true copy of this Mortgage without charge.

- Adjustable Rate Rider, Graduated Payment Rider, Balloon Rider, VA Rider, Other(s) (specify) Schedule "A" and Default Rider to Mortgage, etc.

The covenants and agreements of this Security Instrument, as the rider(s) were a part of the Security Instrument.

Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the

24. RIDERS TO THIS SECURITY INSTRUMENT. If one or more riders are executed by Borrower and recorded together with this

23. WAIVERS OF REMEDY. Borrower waives all right of remedy as set forth in the Security Instrument.

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 recording costs.

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

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows: Environmental protection, Environmental Law means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or

Environmental Law and the following substances: 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

actions in accordance with Environmental Law.

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

actions in accordance with Environmental Law.

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

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94254849

Property of Cook County Clerk's Office

LOT 13 IN BLOCK 8 IN WISNER'S SUBDIVISION OF LOTS 11 AND 12 IN  
BRAND'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 40  
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

LEGAL DESCRIPTION

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

App No: 931419  
Loan No: 931419  
Form 0170 8/90  
Mortgage 1 of 2 pages  
Mortgage 1 of 2 pages

MULTIPLATE 1-4 FAMILY RIDER RENTALS Mortgage Note UNIFORM INSTRUMENT

01/20/2019 10:44 AM

ment for additional security only.

to the tenants) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assign-  
(j) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (k) Lender has given notice  
each tenant of the Property shall pay the Rents to Lender or Lender's agent. However, Borrower shall receive the Rents until  
whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agent to collect the Rents, and agrees that  
absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to  
Borrower.

## H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.

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

forth in Uniform Covenant 6 shall remain in effect.  
Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set

## F. BORROWER'S OCCUPANCY.

E. BORROWER'S RIGHT TO REINSTATE DELETED. Uniform Covenant 18 is deleted.

for which insurance is required by Uniform Covenant 5.

## D. RENT LOSS INSURANCE.

Borrower shall maintain insurance against rent loss in addition to the other hazards  
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 the  
laws, ordinances, regulations and requirements of any governmental body applicable to 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, and Lender has agreed in writing to the change. Borrower shall comply with all

is on a leasehold) are referred to in this Security Instrument as 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: Dishes, electrical 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  
purpose of supplying or distributing heating cooking machinery, gas, water, air and light, fire prevention and extinguishing apparatus,  
security and access control apparatus, parking, water heaters, water closets, sinks, ranges, stoves, refrigerators,  
dishwashers, disposals, washers, dryers, windows, storm doors, screens, shades, curtains and curtain rods,  
attached mirrors, cabinets, partitions and other fixtures 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 Security Instrument and the Security Instrument as the "Property".

## A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.

and Lender further covenant and agree as follows:

## 1-4 FAMILY COVENANTS.

In addition to the covenants and agreements made in the Security Instrument, Borrower

3034 NORTH ALLEN AVENUE, CHICAGO, ILLINOIS 60618  
[Property Address]

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

BANCO POPULAR DE PUERTO RICO

("Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to  
(the "Lender")

THIS 1-4 FAMILY RIDER is made this 24th day of March 19 94

1-4 FAMILY RIDER  
Assignment of Rents

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# UNOFFICIAL COPY

GENERAL 4-1-1981

App No: 931419  
Loan No: 931419  
Form 1170 8/80  
Page 2 of 2 pages  
Mortgage Lending Program

60808200

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

Property of Cook County Clerk's Office

ADRIAN FRANCISCO  
FRANCISCO & ASSOCIATES  
ATTORNEYS AT LAW  
SAN FRANCISCO, CALIFORNIA

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

**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.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent or interfere with Lender's exercise of its rights under this paragraph. Lender or Lender's agent, upon notice of default to Borrower, Lender or Lender's agent or a judicially appointed receiver, may do so at any time even 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 sums secured by the Security Instrument are paid in full.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7. 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 adequacy of the Property as security. Rents actually received, and (v) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents, including but not limited to attorney's fees, lender'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 agent or any judicially appointed receiver shall be liable to account for only those Rents collected by Lender or Lender's agent that he applied to the costs of taking control of and managing the Property and unpaid to Lender or Lender's agent upon Lender's written demand to the Lender; (vi) Lender, applicable law providing otherwise, all receive all of the Rents of the Property; (vii) Borrower agrees that each tenant of the Property shall pay all Rents due and benefit of Lender only, to be applied to the sums secured by the Security Instrument; (viii) Lender shall be entitled to collect and if Lender gives notice of breach to Borrower; (i) all Rents received by Borrower shall be held by Borrower as trustee for the

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