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95534491

AFTER RECORDING MAIL TO:

Lincoln Park Savings Bank
1946 W. Irving Park
Chgo, IL 60613

DEPT-01 RECORDING \$39.00
T#0001 TRAN 9303 08/14/95 12:53:00
#5613 + L.W *-95-534491
COOK COUNTY RECORDER

AP# ROMANAS - 5034
LN# 733E-2

— [Space Above This Line For Recording Data] —

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 7, 1995. The mortgagor is Christ R. Romanas and Wanda A. Romanas, His Wife

("Borrower"). This Security Instrument is given to Lincoln Park Savings Bank, which is organized and existing under the laws of State of Illinois, and whose address is 1946 West Irving Park Road, Chicago, IL 60613 ("Lender"). Borrower owes Lender the principal sum of Two Hundred Eleven Thousand Five Hundred Dollars and no/100 Dollars (U.S. \$ 211,500.00). 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 September 1, 2000. 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:

THE NORTH 1/2 OF LOT 18 IN BLOCK 7 IN THE SUBDIVISION OF BLOCKS 6, 7, AND 12 IN THE COUNTY CLERK'S DIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 14-18-128-011-0000

95534491

which has the address of
Illinois 60625
(ZIP CODE)

4527 N. Seeley
(STREET)

("Property Address"):

Chicago
(CITY)

39⁰⁰
~

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FORM 301A 9/90

IS/C/CMDTIL//0694/301A(0980)-L PAGE 2 OF 8
ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM 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, unless Lender's sole discretion.

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

The Funds shall be held in 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 apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, annuallyanalyzing the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applies law parallel, 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, unless otherwise otherwise law.

However, Lender may require Borrower to pay a one-time charge for an independent real estate tax and apply the Funds to pay the escrow account, or verify the Escrow items, unless Lender applies law parallel, Lender to pay a one-time charge for an independent real estate tax.

2. Funds for Taxes and Insurance. Subject to applicable covenant and agree as follows:

UIN: CRM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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.

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 Estate hereby conveyed and has the right to record, Borrower warrants that the Property is unencumbered, except for encumbrances of record, Borrower shall pay 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 erected on the property, and all improvements also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as "Property".

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Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

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

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

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

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

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10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to 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.

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. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; 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. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, release or sale of any Hazardous Substances on or in 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 to do anything affecting the Property that is in violation of any Environmental Law. The preceding two

21. **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 this 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 and the new name and address of the change in accordance with Paragraph 14 above and applicable law, the notice of the change will also contain any other information required by applicable law.

22. **Borrower's Right to Remand.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument 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 enjoining the use under this Security Instrument and the Note as if no acceleration had occurred; (c) cure of any default of this Security Instrument. Those conditions are the following: (a) pays all expenses incurred in enforcing this Judgment to the Lender or attorney fees; and (d) takes such action as Lender may reasonably require to assure that the Lender's rights in this Security Instrument, any other covenants or agreements, but not limited to, reasonable attorney fees; and (e) pays all sums which would be due under this Security Instrument and the Note as if no acceleration had occurred; (f) pays any default of this Security Instrument to the Lender as provided in the Note or instrument; or (g) fails to pay these sums within which the note falls to the Lender.

23. **Borrower's Right to Reinstatement.** If Borrower gives notice of demand on Borrower within or before a period of not less than 30 days from the date the note 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 remedy permitted by this Security Instrument to provide a period of not less than 30 days from the date the note is delivered or mailed within which Borrower exercises this option, Lender shall give Borrower notice of acceleration. The note shall be reinstated by Lender at all of the sums secured by this Security Instrument, at his option, shall not be exercisable by Lender if it is prohibited by federal law as of the date of this Security Instrument.

24. **Transfer or Beneficial Interest in Borrower.** If all or any part of the Property or instrument in which the Property is located in the Note 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.

25. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the laws 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 conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

26. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by deliverying 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 Lender. Any notice to Lender shall be given by first class mail to Lender's address provided for in this Security Instrument other addresses by notice to Borrower. Any notice given when given as provided in this paragraph shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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FORM 301A 9/90

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ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
PAGE 7 OF 8

- Adjustable Rate Rider Condominium Rider 1-4 Family Rider Other(s) [Specify]
- Balloon Rider Biweekly Payment Rider Second Home Rider
- Graduated Payment Rider Planned Unit Development Rider

24. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coveralls and agreements of each such rider shall be incorporated into and shall amend and supplement the coveralls and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

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

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.

21. **Acceleration.** Lender shall give notice to Borrower prior to acceleration following specific: (a) the date specified in the notice to Borrower, by which the default must be cured; and (d) that failure to cure the date notice is given to Borrower, by which the default must be cured; and (c) a date, not less than 30 days from the date the notice to Borrower is given, or before the date specified in the notice to Borrower, by which the default must be cured; and (b) the date acceleration is declared by Lender. The notice shall give Borrower a reasonable time to cure the default or before acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall be given in writing and in the language of the instrument or agreement or understanding between Lender and Borrower. Lender shall give notice to Borrower or any other covenantant in this Security instrument (but not prior to acceleration) under paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, oil, other combustible substances 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.

20. **Hazardous Substances.** Lender shall give notice to Borrower that any removal of any hazardous substances by any government or regulatory agency or private party involving the property and any action by any government or regulatory agency or private party has actual knowledge. If Borrower learns, or is notified by any government or regulatory authority, that any removal or other remedial action is required by any government or regulatory authority, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other substance that are generally recognized to be appropriate to normal residential uses and to maintenance of the property.

Substances that are generally recognized to be appropriate to normal residential uses and to maintenance

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AP# ROMANAS - 5034

LN# 7336-2

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Christ R. Romanas (SEAL)
Christ R. Romanas BORROWER

X Wanda A. Romanas (SEAL)
Wanda A. Romanas BORROWER

(SEAL)
BORROWER

(SEAL)
BORROWER

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS

COOK County ss:

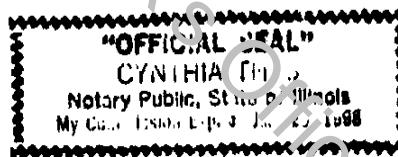
I, Cindy Thys, a Notary Public in and for said county and state do hereby certify that Christ R. Romanas and Wanda A. Romanas, his wife

personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 7th day of August, 1995.

My commission expires: 01/25/98

Notary Public Cindy Thys



This instrument was prepared by: Cindy Thys

Address: 1946 West Irving Park Road
Chicago, Illinois 60613

95531191

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LOAN NO. 7338-2

1-4 FAMILY RIDER ASSIGNMENT OF RENTS

THIS 1-4 FAMILY RIDER is made this 1st day of August, 1995, 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 Lincoln Park Savings Bank (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

4527 N. Seeley, Chicago, IL 60625

[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, paneling 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 18 is deleted.

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

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

Handa A. Romanus

Handa A. Romanus

Handa A. Romanus

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

1. CROSS-DEFAULT PROVISION. Borrower's default or breach under the Security Instrument and Lender may invoke any of the remedies permitted hereon if Lender fails to pay 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.

Lender, or Lender's agents or a judicially 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 receiver, or Lender's agents or a receiver or a judicially appointed receiver, shall not be required to exercise all the sums received by the Security Instrument shall waive any default or invalidity or other right of remedy of Lender. Any application of Rents of the Property shall judiciously apply to the Rents of the Property so as to any time when a default occurs. Any application of Rents of the Property shall terminate when all the sums received 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 will not pay a sum which would prevent Lender from exercising his rights under this paragraph, Borrower repudiates and waives that Borrower has not executed any power of attorney for Rents and has not under secured by the Security Instrument pursuant to Uniform Government.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and will not pay a sum which would prevent Lender from exercising his rights under this paragraph, Borrower repudiates and waives that Borrower has not executed any power of attorney for Rents and has not under secured by the Security Instrument pursuant to Uniform Government.

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 this 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 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 costs of taking