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AFTER RECORDING MAIL TO:

LaSalle Talman Home Mortgage
Corporation
12 Salt Creek Lane Suite 110
Hinsdale, IL 60521

AP# COLEMA, J4358490
LN# 435849-0

DEPT-01 RECORDING \$43.00
T#5555 TRAN 6196 08/31/95 11:19:00
\$6708 + B.J *-95-579497
COOK COUNTY RECORDER

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 22, 1995. The mortgagor is Jeffery Coleman, A Bachelor

("Borrower"). This Security Instrument is given to LaSalle Talman Bank, FSB, A Corp. of the United States of America, which is organized and existing under the laws of United States of America, and whose address is 4242 N. Harlem Avenue, Norridge, IL 60634 ("Lender"). Borrower owes Lender the principal sum of One Hundred Thirty Thousand Eight Hundred Dollars and no/100 Dollars (U.S. \$ 130,800.00). 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, 2025. 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 SOUTH 33 1/3 FEET OF LOT 4 IN BLOCK 2 IN HERRMANN'S SUBDIVISION OF THE SOUTH WEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 38, NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

✓ 20-27-113-031 ,

which has the address of

7336 S. Michigan
(STREET)

Chicago
(CITY)

Illinois 60619
(ZIP CODE)

("Property Address")

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
ISC/CMDTIL/0894/3014(0890)-L PAGE 1 OF 8

FORM 3014 8/90

Box 4430

43

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1. **Effect 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 charges due under the Note.

THE FEDERAL GOVERNMENT'S BUDGETARY AND LENDER COVERAGE AND AGREES AS FOLLOWS:

THIS SECTION WILL INSIST UPON YOU to constitute a uniform security instrument covering real property which includes variations by jurisdiction to constitute a uniform security instrument covering real property.

BORROWER COVENANTS THAT BORROWER IS lawfully entitled to the estate hereby conveyed and uses 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 additions, appurtenances, and fixtures now or heretofore a part of the property. All replacement and additio-

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AP# COLEMA, J4358490

LN# 435849-0

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 household 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. 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 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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3. Inspection. Landlord or his agent may make reasonable entries upon property, render service or give Borrower notice at the time of prior or an inspection specially arranged for the inspection of the property.

Any amounts disbursed by Lender under this paragraph / shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to otherwise, all the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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 the property or to enforce laws or regulations, then Lender may do and pay for whatever is necessary to protect his rights in the Property, (such as a proceeding in bankruptcy, probable, or condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property, Lender shall have the right to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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LN# 435849-0

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 demands 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 of any Hazardous Substances, Borrower shall not cause or permit the presence 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 not prohibited by the Environmental Law.

17. Transfer of the Property or a Beneficial Interest in Borrower, if all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred) and Borrower is not a natural person without a prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument, regardless of whether or not Lender has exercised its right to foreclose in law as of the date of this instrument.

18. Transfer of 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 a prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument, regardless of whether or not Lender has exercised its right to foreclose in law as of the date of this instrument.

19. Transfer of 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 a prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument, regardless of whether or not Lender has exercised its right to foreclose in law as of the date of this instrument.

18. **Guaranteeing Law; Secured Obligation**. This Security Instrument shall be governed by the laws of the state in which the Property is located. In the event that any provision of this instrument is declared invalid or unenforceable, it shall not affect other provisions of this instrument or the Note and the Note will remain valid and enforceable.

19. **Borrower's Copy**. Borrower shall be given one conforming copy of this Note and of this Security Instrument.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless otherwise applicable law requires use of another method. The notice shall be delivered to the Proprietary Address of any other address Borrower designates to lender or to the address given by Borrower or Lender under paragraph 13. Any notice given by Borrower or Lender shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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AP# COLEMA, J4358490

LN# 435849-0

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:

X _____
Jeffrey Coleman

(SEAL)
BORROWER

(SEAL)
BORROWER

(SEAL)
BORROWER

(SEAL)
BORROWER

(SEAL)
BORROWER

(SEAL)
BORROWER

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS

, COOK

County as:

I, the undersigned, a Notary Public in and for said county and state do hereby certify that
Jeffery Coleman, a bachelor

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

Given under my hand and official seal, this 22ND day of AUGUST 1995

My commission expires:

Notary Public

This instrument was prepared by: Shirley A. Orr

Address: 12 Salt Creek Lane Suite 110
Hinsdale, IL 60521

"OFFICIAL SEAL"
W. M. SNOW
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/17/97

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- | | | | | | | | | | | |
|---|--|--|--|---|---|---|--|--|--------------------------------------|---|
| <input checked="" 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"/> Belltown Rider | <input type="checkbox"/> Rate Impairment Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> IHD A Rider | <input type="checkbox"/> Other(s) [Specify] |
|---|--|--|--|---|---|---|--|--|--------------------------------------|---|

24. Riders to the Security Instrument. 11 one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement the coverings and agreements of this Security Instrument as a part of this Security Instrument. [Check applicable box(es)]

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental law and those substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; glass, ceramics, metal parts, paint, varnish, lacquer, adhesives, sealants, and other materials.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental agency or private party involving the Property and any
Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower fails,
or is notified by any governmental authority or regulatory agency of any violation of any
Hazardous Substance or Environmental Law or regulation, Borrower shall promptly take all necessary
remedial actions in accordance with Environmental Law.

Substantives that are generally recognized to be appropriate to normal familial uses and to mitigate

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AP# COLEMA, J4358490

LN# 435849-0

ADJUSTABLE RATE RIDER

(1 Year Treasury Index--Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 22nd day of August, 1995, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Document (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to LaSalle Fiduciary Bank, FSB, A Corp. of the United States of America (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

7336 S. Michigan, Chicago, IL 60619
(PROPERTY ADDN#86)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.6250 %. The Note provides for changes in the interest rate and the monthly payment, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of September, 1998, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and Three / Quarters percentage points (2.7500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.6250 % or less than 5.6250 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 13.6250 %.

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PAGE 2 OF 2

FORM 3111 3/08

MULTISTATE ADJUSTABLE RATE MORTGAGE-ARM 8-2-SIMPLE PAYMENT/FMLM INFORMATION INSTRUMENT

[Signature] **(Sign Original Only)**

BORROWER:
(SEAL)

NONBorrower:
(SEAL)

BORROWER:
(SEAL)

BORROWER:
(SEAL)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in pages 1
and 2 of this Adjustable Rate Rider.

I Lender exercises the option to require immediate payment in full. Lender shall give Borrower written notice to demand any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Borrower will continue to be obligated under this Note and this Security Instrument unless Lender keeps all the promises and agreements made in this Note and in this Security Instrument.

Sign an assumption agreement that is acceptable to Lender and that delegates the responsibility to condition to Lender's consent to the loan assumption. Lender may decline to transfer to another Borrower in writing.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a

surcharge for breach of any covenant of agreement in this Security Instrument and that the risk of a breach of any covenant in this Security Instrument and reasonably determines that a new loan were being made to the transferor and intendee transference to be submitted to Lender for information required by Lender to evaluate the (a) Borrower claims to be eligible to receive this Security Instrument. Lender also shall not exercise this option if federal law as of the date of this Security Instrument. Lender shall not be exercised by Lender if exercised by instrument. However, this option shall not be exercised by Lender if exercised by Lender if transferred to 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 and Borrower is not a natural person) without Lender's prior written consent, Lender transfers 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 transfers or any part of the transfer of the property or a beneficial interest in Borrower, if all or any part of the

uniform covenant 17 of the Security Instrument is amended to read as follows:

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the note.

(F) Notice of Changes
My monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(E) Effective Date of Changes
My new interest rate will become effective on each Change Date. I will pay the amount of my new

LN# 435849-0

AP# COLEMA, J4358490

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LOAN NO. 435849-0

1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 22nd 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 LaSalle Talmor Bank, FSB, A Corp. of the United States of America, (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

7336 S. Michigan, Chicago, IL 60619

[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.

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FORM 3170-8/80

PAGE 2 OF 2

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BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND PROVISIONS CONTAINED IN THIS AGREEMENT.

1. **CROSS-DEFERRED PROVISION.** Borrower's default or refusal to pay 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.

Landlord, or Landlord's agents or a judicially appointed joint receiver, shall not be required to enter upon, take control of or maintain the property before or after giving a notice of default to Borrower. However, Lender, or Lender's agent or a judicially appointed joint receiver, shall not be liable to the Securitization Trustee or the Noteholders for any damage to the property resulting from the removal of any fixtures or equipment installed by the Securitization Trustee or the Noteholders.

II The Rents of the Proprietors of the Capital of and managing the property and of collecting the rents and dues expanded by lander for such purposes shall be charged.

III The Rents of the Proprietors of the Capital of and managing the property and of collecting the rents and dues expanded by lander for such purposes shall be charged.

IV Corrector responsible and warrantable that Jerrower has not exceeded any prior agreement of the Rents and charges not and will not perform any act that would deprive Landlord from exercising his rights under this instrument to Lander to recover payment pursuant to Uniform Covenant 7.

Property, and (ii) to the sum secured by the security instruments; (v) Leases, Letters, Agreements or any
judicially appointed receiver shall be liable to account for only those sums managed by the Property as
rents and profits derived from the possession of and management of the Property and collect the
same without any showing as to the lawfulness of the Property.

Landlord or Landlord's agent, HOWEVER, BORROWER shall receive the Rent(s) until (i) Landlord has given Borrower notice(s) of default pursuant to Paragraph 21 of the Security Instrument and (ii) Landlord has given notice to the Borrower that the Rent(s) are to be paid to Landlord's assignee. This assignment of Rent(s) constitutes an assignment(s) under the California Law of Assignment of Leases and Rents.

H. ASSIGNMENT OF RENT: APPORTIONMENT; LANDER IN POSSESSION, BORROWER
absolutely and unconditionally assigns and transfers to Lender all the rights and revenues (Rents) of the
Property, regardless of to whom the Rent is due, Property or Power of attorney or
Landers, securities to collect the Rent, or agrees that each Lander shall have the Right to
Landers, and to sue in his name, or to sue in the name of the Borrower, for the recovery of
any sum due him by the Borrower.

B - 010817 'ON NVO'