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WHEN RECORDED MAIL TO: NORTH AMERICAN MORTGAGE COMPANY KANDOKAY PA P.O BOX 808031 PETALLMA, CA 84975-8031 DOCUMENT MANAGEMENT DEPT.

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State of Illinois

587210-525 | HA Case No

131-8032800-703

**MORTGAGE** 

THIS MORTGAGE ("Security Enstrument") is given on OCTOBER 17, 1995 OLIVIA BUTLER, A SINGLE WOMAN

. The Mortgagor is

("Borrower"). This Security Instrument is given to ACRTH. AMERICAN MORTGAGE. COMPANYS

which is organized and existing under the laws of address is 3883 AIRWAY DRIVE, SANTA ROSA, CA 95403 and whose

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

FIFTY NINE THOUSAND NINE HUNDRED EIGHTEEN AND 00/100

). This debt is evidenced by Borrower's note dated the same date as this Security gen Dollars (U.S. \$ 59 918.00 Instrument ("Note"), which provides for monthly payments, with the full debt, if not oxid earlier, due and payable on ? ... This Security Instrument secures to Lender: (a) the repsyment of the debt a NOVEMBER 01, 2025 evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 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, horrower does hereby mortgage, grant and convey to Lender the following described property located in " County, Illinois:

418ecay Nr 313 9ht SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION

20.07 458-019

which has the address of \$400 SOUTH WOLCOTT, CHICAGO (Zip Cizle) ("Property Address"), lilinois agaga

Street, City).

-470LJ 91011 FHA Illinois Mortgage - 5/95

VMP MORTGAGE FORMS - 4009521-7281



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#### **UNOFFICIAL COPY**

587210 -525

LEGAL DESCRIPTION

LOT 1 IN BLOCK 4 IN POLLACK'S GARFIELD BOULEVARD ADDITION IN SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Oberts of County Clerk's Office PERMANENT INDEX NUMBER: 20-07-425-019 VOL. 417

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# 9677363

#### **UNOFFICIAL COPY**

IOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

- 1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
- 2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interent as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Hacrow Items" and the sums paid to Lender are called "Eacrow Funds."

Lender may, at any time, collect and note amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 or sag, and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Facrow Items exceed the amounts permitted to be held by RESPA, Lender shall deal with the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage or deficiency as permitted by RESPA.

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

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

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the

Secretary instead of the monthly mortgage insurance premium;

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

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.

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

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

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

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

If Borrower fails to make these payments or the payments required by paragraph 2, or laifs to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enfance laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Uender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

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

Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remain: unpaid under the Note and this Security Instrument, Lender shall apply such proceeds to the reduction of the indebtedness under the Note. and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to make prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of

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

- 8. Fees, Lender may collect fees and charges authorized by the Secretary.
- 9. Grounds for Acceleration of Debt.
  - (a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
    - (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
    - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
  - (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary require immediate payment in full of all sums secured by this Security Instrument if:
    - (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and
    - (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee uses so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
  - (c) No Waiver If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments. Lender does not waive its rights with respect to subsequent events.
  - (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment delected to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
  - (e) Mortgage Not Insured. Borrower agrees that rhould this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option and notwithstanding anything in paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwitistanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is notely due to Lender's failure to remit a mortgage insurance premium to the Secretary.
- 19. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower about lender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are observations of Borrower under this Security Instrument, foreclosure custs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the perceity of the lien created by this Security Instrument
- 11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time of payment or an indiffication of amortization of the sums secured by this Security Instrument granted by Lender to any successor in the interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any the 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.

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- 12. Successors and Assign's 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 9.b. 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. 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 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 stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this perspaph.
- 14. Governing Law, Severability. 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 or clause of this Security Instrument or the Note conflicts with applicable tow, such conflict shall not affect other provisions of this Security Instrument or the Note. which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable
  - 15. Borrower's Copy, Berrower shall be given one conformed copy of this Security Instrument
- 16. Assignment of Rents. Borrower (occouditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Linder's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender of Lender's agents. However, prior to Lender's notice to Burrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional accurity only.

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

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

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would

prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may direct any any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrumentia paid in full.

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

- 17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
  - 19. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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20 Ridges to this Secu	rity Instrument, if one or more riders are	executed by Borrower and recorded together		
with this Security Instrumer	it, the covenants of each such rider shall	be incorporated into and shall amend and		
	d agreements of this Security Instrument as	s if the rider(s) were a part of this Security		
Instrument (Check applicable box(es))  Condominium Rider  Graduated Payment Rider  Graduated Payment Rider  Growing Equity Rider		(V) Other (Specify)		
Planned Unit Develop	ment Rider Growing Equity Rider	Other (Specify)		
90	2/2	Carlo Company		
	Be recepts and agrees to the terms con	tained in this Security Instrument and in any		
rider(s) executed by Borrower Witnemer:	and recorded with it.  OLIVIA BU	ma Butter (Seal)		
OCITY IN BOILER DOLLER				
*	7	(Seal)		
		Borrower		
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STATE OF ILLINOIS,	cook	County ss.		
orate overestation,	· · · · · ·	(1)		
1. The Lindekalance XXX . a Notary Public in and for said county and state do hereby				
STATE OF ILLINOIS, COOK County ss.  1. The condition of the county and state do hereby certify that OLIVIA BUTLER COUNTY and state do hereby certify that OLIVIA BUTLER COUNTY COUNTY COUNTY COUNTY and state do hereby certify that OLIVIA BUTLER COUNTY COUN				
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manufal subscribed to the force	personally, kno , personally, kno giving instrument, appeared before me this day	own to me to be the same person(s) whose		
	the said instrument as	voluntary act, for the uses and purposes		
therein set forth.				
Given under my hand and	official seal, this	coacher 1995		
My Commission Expires	DIANE M. TROJNIAR STATE Public	in productions		
	Rotary Public State of Illinois	<2		
	My Commission expires 5/4/97	587210		
		<b>海域性主義選進性差</b>		
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#### 1-4 FAMILY RIDER

Assignment of Rents

THIS I'4 FAMILY RIDER is made this 17TH day of OCTOBER , 1998 , 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 NORTH AMERICAN MORTGAGE COMPANY®

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: 5400 SOUTH MOLCOTT, CHICAGO, 1L 60509

#### (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 co-end by the Security Instrument: building materials, appliances and goods of every nature whatsoever now of 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, but tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, twitings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by 'or 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 Lende, hat agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and require ments 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.

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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 of tender's agents. However, Borrower shall receive the Pents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the SecurityInstrument and (ii) Lender has given notice to the paint(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.

If Lender give notice of breach to Borrower (i) all Rents received by Borrower shall be held by Borrower as trustee low the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's 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 control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security instrument pursuant to Uniform Covenant 7.

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 Londer from exercising its rights under this

paragraph.

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 judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any office eight or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrumentare paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under at y 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1.4 Family Rider.

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OLIVIA BUTLER	-Buerower	-Borrower
	(Seal)	(Scal)
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