1. 2.		
X		DEPT-01 RECURDING #35.00 T#0012 TRAM 7576 11/09/95 15:19:00 #4029 # CG #-95-777412 COOK COUNTY RECORDER
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660		;
900		35.00
75.6	(Space Abov. Time Ling For II)  MOF.TGA	
	THIS MORTGAGE ("Security Instrument") is given on 9.95 The mortgagor is BRUCE H., POWELL and Col	September 27 LEEN M. POWELL, his wife
	("Borrower"). This S UNIVERSAL FEDERAL SAVINGS BANK Inder the laws of United States of America	curity Instrument is given to
_	1800 South Haisted Street - Chicago, Illinois 60608  orrower owes Lender the principal sum of .FORTY, FIVE, THO	USAND and No/100 ("Lender")
dan par sex of ani	nted the same date as this Security Instrument ("Note"), which provide earlier, due and payable on	20). This debt is evidenced by Borrower's note rovides for monthly syments, with the full debt, if not 120 This Security Instrument Note, with interest, and all renewals, extensions and crest, advanced under paragraph 7 to protect the security overants and agreements under this Security Instrument
<b>A</b> s Th	ot Ten (10) in Pish and Young's Subdivision seessor's Division of the South West Quarter nirty Eight (38) North, Range Fourteen (14), E ving East of Wallace Street, in Cook County, I	(1/4) of Section Four (4), Township ast of the Third Principal Meridian,
•	N # 20-04-331-003-0000	N

60602 (Zap Code) BOX 333-CTI ILLINOIS—Single Family—Famile Man/Fredd Product 44713

4643 South Wallace Street

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

BORROWER COVENANTS that Borrower is lawfully 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.

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

UNIFORM 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.

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

The Funds shall be held in ai 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, annually, malvzing the escrow account, or verifying the Escrow Items, unless itemediate pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with a loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pleaged as additional security for all sums secured by this Security Instrument.

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

Upon payment in full of all sums secured by this Security Instrument, Lender Stall 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 payment are evied by Lender under paragraphs I and 2 shall be applied, first, to any prepayment charges due under the Note, second, 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 are patable 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 insurence carrier providing the insurence 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, Horrower 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

Lander. 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 sams secured by this Security Instrument, whether or not then due, with any excess paid to Borrower life 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 are late of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 2, the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the frozerty prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shar occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless externally generumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially unpair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lend, is good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the tion created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease If Borrower acquires fee title to the Property, the leasehold and the fee fitle shall not merge unless Lender agrees to the merger in writing

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for 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 and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under

this paragraph 7. Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Enrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument. Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection
- 10. Condemnation. The proceeds of any award or claim for 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 marker 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 it, with tighthe sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following that the fair market value of the Property in reduced by the taking, divided by the the fair market value of the Friperty of which the fair market value of the Property included by before the taking is fess than the amount of the sums so are for mediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law is here so a vides, the proceeds shall be applied to the sons so area by this Security Instrument whether in son the sum of the right of the proceeds shall be applied to the sons so area by this Security Instrument whether in son the sum of the right of the proceeds shall be applied to the sons so area by this Security Instrument whether in son the sum of the right of the right of the proceeds shall be applied to the sons so area by this Security Instrument whether in son the sum of the right of the right.

If the Projects is abundaned by Borrower or it, after notice by Lender to Borrower that the content of the make an award or cities. Earn for damage. Boslower fields to respond to Lender within 40 transfer the flate the first spinen. Lender is and orized to reflect and apply the proceeds sat its option, either to restoration or repair of the Property or to the sums secured or this Security Instrument, whether or not then due.

Unless Lender and decreases otherwise agree in writing, any application of proceeds to province that in the external or postpone the due date of the monthly payments referred to in paragraphs. Land 2 or change the energy to the extension paragraphs.

- II. Barrower Not Released; Forbearance By Lender Not a Waiser. Extension of the time not be origined modification of anortization of the sums so in id by this Security Instrument granted by Lender to any occurs to the record of Borrower shall not operate to role a cithe liability of the original Borrower or Borrower's success to the displaying any successor in interest of refuse to exfend time to possess the otherwise mostify amortization of the sums sequely by this Security Institutional by reason of any demand made by the control Borrower's successors in interest. Any torbearance by Lender in exercising any right or sense to the country a waiver of or preclude the exercise of any right or tennedy.
- the Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower sochie it to the research of paragraph 17. Borrower's covenants and agreements shall be bount and several. Any Borrower's covenants and agreements shall be bount and several. Any Borrower's choice series if a Society Instrument but does not execute the Note (a) is consigning this security Instrument only to mornigage or and and one of the 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 intred to exist if most to forbeat or make any accommodations with regard to the terms of this Security Instrument or the Note without that borrower consent
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets many amount our charges, and that less is finally interpreted so that the interest or other loan charges collected or to be collected in order to with the loan exceed the permitted limits, then (a) any such loan charge shall be realized by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted finites we be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or be 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.
- 14. Notices. Any notice to Bigrower provided for in this Security Instrument shall be a comby delivering to the mailing it by first class mail unless applicable how requires use of another method. The notice shall be directed to the Property Address or any other address Borrower Jesignates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Bostover. 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 paragraph.
- 15. 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 law, such conflict shall not affect other provisions of this Security Instrument or 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.
  - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument
- 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 for if a beneficial interest in Borrower is sold or transferred and Borrower is a diameters on without Lender's prior written consent. Lender may, at its option, require immediate parameter, and of all sams secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured

by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any remedies perinated by this Security Instrument without further notice or demand on Borrower.

48. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days for such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred, (b) cures any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. It there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.

The notice will also cortain any other information required by applicable law

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26. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances 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 or small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to mainten see of the Property.

Borrower shall promptly give Lender anthen notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardeus Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remodition of any Hazardeus Substance affecting the Property is necessary. Borrower shall promptly take all necessary remediat a tions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances, are those substances defined as toxic or hazardous substances by Environmental Law and the following substances, gasolice, kerosene, other flammable or toxic petroleum products, toxic petroleus and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means tederal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but no prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured, and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and six of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and fore closure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remediat provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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

Adjustable Rate Rider	Condominium Rider	🗓 !-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Ride
Balloon Rider	Rate Improvement Rider	Second Home Rider
Other(s) (specify)		

BY SIGNING BELOW, Borrower accepts and agre and in any rider(s) executed by Borrower and recorded	ees to the terms and covenants contained in this Seculi with it.	irity Instrument
Witnesses.	Bruce B. Powell	
	2	(Scal) Borrower
	Collean M. Powell	(Seal)
	Colleen M. Powell	Borrower
[Space Selow The	is Line For Acknewledgment)	
STATE OF Linois	or.	
COUNTY OF Cook	SS:	
Bruce H. Powell and Colleen M. before me and (are) known or proved to me to be the instrument, have executed same, and acknowledge	he person(s) who, being informed of the contents o	alty appeared
and deed and thatthey executed said if	nstrament for the purposes and uses therein set	torth
Witness my hand and official with the community OFFICIAL SEAL		, 19 <sup>-95</sup>
My Commission Expires: Lorraine G. Kirsten Notary Public, State of III My Commission Expires 5	inois A Lane y	(SEAL)
This instrument was propared by Anna M. R	ios of Universal Federal Savings I 1800 South Halsted Street Chicago, Illinois 50008	Bank
	Chicago, 1111ho15 50000	

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UNIVERSAL FEDERAL SAVINGS BANK 1800 South Halated Street Chicago, 12 103 FCCO8

## 1-4 FAMILY RIDER Assignment of Rents

THIC	1.4 FAM	III Y RIDE	R is made this	27th day o	f Sept	ember	, 19	95.
and is inco (the "Secu UNI)	THIS 1-4 FAMILY RIDER is made this 27th day of September 19.95, and is incorporated into and shall be deemed to amend and supplement the Morigage, 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 UNIVERSAL FEDERAL SAVING\$ BANK (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:							
	4643	South	Wallace	Street.	Chicago		60609	
• • • • • • • • • • • • • • • • • • • •				Property A				

1-4 FAMILY COVENANTS. In addition to the covenants and agreementa 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 12 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, refriger fors, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property correct 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, Porrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Let de has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of am governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law, Berrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender', prior written permission.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against ren' jors 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 temaining 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 int Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall nave 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 (1) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (11) 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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or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially spycared receiver, may do so as any time when a default occurs. Any application of Rents afail no or a judicially spycared receiver, may do so as any time when a default occurs. Any application of Rents of the Property shall terminate when all the summare any once or agreement in whitch Lender in an interest shall be a breach in det the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

By SIGNING BELOW, Borrower secept, and agrees to the terms and provisions contained in this 1-4 Family-Apider.

By the Security Instrument.

By Dowell May and the security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

By Instrument and the spiral of the second of the

Lender, of Cruder's agents or a judicially appointed receiver, shall not be required to enter upon, take control of

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not

If Lender gives notice of breach to Borrower: (i) all Rents neceived by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender is agents upon Lender's agents upon the tenant to the cease plicable 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, attorney's fees, of taking control of and managing the Property and collecting the Security Instrument; (v) Lender's fees, and other charges on the Property, and then to the summis secured by the Security Instrument; (v) Lender's Lender's and other charges on the Property, and then to account for only those Rents actually appointed receiver shall be liable to account for only those Rents actually encived; and (vi) Rents and profits derived from the Property without any showing as to the inadequacy of the Property are not sufficient to cover the costs of taking control of and managing the Property and collect the lithe Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and collecting the Rents any funds expended by Lender for such purposes shall become indebteases of Borrower to of collecting the Rents any funds expended by Lender for such purposes shall become indebteases of Borrower to

and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender secured by the Security Instrument pursuant to Uniform Covenant 7.