

# UNOFFICIAL COPY

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RECORD AND RETURN TO:  
PRESIDENTIAL MORTGAGE COMPANY

3285 N. ARLINGTON HEIGHTS RD. -STE. 204  
ARLINGTON HEIGHTS, ILLINOIS 60004

Prepared by:  
MIKE TEPPEN  
ARLINGTON HEIGHTS, IL 60004

- DEPT-01 RECORDING \$35.00
- T#0012 TRAN 7784 11/22/95 09:21:00
- #0257 + CG #-95-810350
- COOK COUNTY RECORDER

209505278

[Space Above This Line For Recording Data]

## MORTGAGE

35

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 17, 1995  
ARMANDO MARTIN, UNMARRIED PERSON

The mortgagor is

("Borrower"). This Security Instrument is given to  
**PRESIDENTIAL MORTGAGE COMPANY**

which is organized and existing under the laws of THE STATE OF ILLINOIS  
address is 3285 N. ARLINGTON HEIGHTS RD. -STE. 204  
ARLINGTON HEIGHTS, ILLINOIS 60004  
Lender"). Borrower owes Lender the principal sum of  
EIGHTY EIGHT THOUSAND AND 00/100

Dollars (U.S. \$ 88,000.00 ).

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 DECEMBER 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:  
LOT 35 IN BLOCK 3 IN S. E. GROSS' SECOND UNTER DEN LINDEN ADDITION TO CHICAGO, IN THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13-26-201-037-0000

which has the address of 3116 NORTH ST. LOUIS, CHICAGO  
Illinois 60618 Street, City ,  
ILLINOIS-Single Family-FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 9/90  
Amended 8/91  
VMP MORTGAGE FORMS - (800) 621-7281  
Initials: \_\_\_\_\_

Street, City ,

DPS 1089

BOX 333-CTI

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the lien writing to the Lender's enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender superseding the instrument. If Lender determines that any part of the Property is subject to a lien which may attach priorly over this Security Instrument, Lender may exercise any rights available to it under applicable law.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

4. **Climates**: Leses, Borrower shall pay all taxes, assessments, charges, times and improvements attributable to the Property which may attain priority over this Security instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them out of amounts owed by him to Lender all notices of amounts to be paid under this paragraph.

To interest due, fourth, to principal due, and last, to any late charges due under the Note.

This Security Instrument, unless otherwise law provides, all payments received by Lender under purging clauses 3, application of Payments, unless applicable law provides otherwise, all payments due under the Note second, to amounts paid by Lender under purging clauses 1 and 2 shall be applied; first, to any prepayment charges due under the Note, second, to amounts paid by Lender under purging clauses 2;

taxes, levies, assessments, or contributions, or some discrimination.

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 exceeds the amounts permitted to be held by applicable law, Lender shall make up the deficiency in no more than three months, unless otherwise provided in the Note.

The Funds shall be held in an escrow account whose deposits are insured by a federal agency, insurmountability, 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, normally neutralizing the escrow account, or Verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applies it to take such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires Lender to hold the funds until paid, Lender shall not be required to pay Borrower any interest on the Funds. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service without charge, in annual accounting of the Funds, showing credit, and debts to the Funds and the purpose for which each without charge, in annual accounting of the Funds, showing credit, and debts to the Funds and the purpose for which each. The Funds are pledged as additional security for all sums accrued by this Security instrument.

**Beslow** items or otherwise in accordance with applicable law.

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

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.

variations by jurisdiction to constitute a uniform security instrument covering real property.

**BORROWER COVENANTS** The Borrower is hereby subject to the covenants set forth below.

TOO RICHIER WITHIN in the unique circumstances now to interfere, declined on the principles of justice and the welfare of the public, to do so.

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In 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.

**6. 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 Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the 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 Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien 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 title 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 Borrower 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

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of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address if by Borrower provided for in this Security instrument shall be given by deliverying it or by mailing

prepayment charge under the Note.

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 implemented so that the interest of other loans charged 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 called from Borrower which exceeded permitted limits will be reduced 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 any sums already called from Borrower which exceeded permitted limits will be reduced to

make any accommodations with regard to the terms of this Security instrument or the Note without that Borrower's consent.

14. **Note.** If a refund reduces principal, the reduction will be treated as a partial prepayment without any

Borrower's interest in the Note: (a) is co-signing this Security instrument; (b) is not personal, joint and several liability; (c) is not payable to pay the sums Borrower's co-signers shall be joint and several. Any Borrower, subject to the provisions of

Security instrument but does not execute the Note: (a) is co-signing this Security instrument only to make good, joint and several liability; (b) is not personal, joint and several, who co-signs this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

Security instrument shall be liable for payment of such amounts, if any right of remedy.

15. **Accessories and Assumptions.** Joint and Several Liability; Co-signers. The convenants and agreements of this

accessories in interest. Any涂改 notice by Lender in exercising any right of remedy, shall not be a waiver of or preclude the award of 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, either to resolution of a claim for damages and Lender may sue for the amount of the sum 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 condition offers to make an

award of damages before the taking, Lender may sue for the amount of the sum secured by this Security instrument whether or not the sums are then due.

be applied to the sum secured by this Security instrument whether or not the sums are then due.

lacking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall market value of the Property immediately before the taking is less than the amount of the sum secured immediately before the future before the taking. Any balance shall be paid to Borrower, in the event of a partial taking of the Property in which the full amount of the sum secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (a) the full

this Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the sum secured by Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by

market value of the Property immediately before the taking is equal to or greater than the amount of the sum secured by this

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

in the event of a total taking of the Property, the proceeds shall be applied to the sum secured by this Security instrument, shall be paid to Lender.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

16. **Condemnation.** The proceeds of any award of claim for damages, direct or consequential, in connection with any

Borrower notice at the time of or prior to an inspection specifically reasonable cause for the inspection.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property, Lender shall give

immediate access to insurance documents in effect, or to provide a loss reserve, until the requirement for nonnegotiable

the premium required to maintain mortality insurance in effect, or to provide a loss reserve, until the requirement for nonnegotiable

that Lender may no longer be required, at the option of Lender, if insurance becomes available and is obtained, Borrower shall pay

payments may be in effect, at the option of Lender, if insurance becomes available and is obtained, Borrower shall pay

be in effect, Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance coverage to

one-twelfth of the yearly mortgage insurance premiums being paid by Borrower when the insurance coverage is equal to

substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to

cost to Borrower of the mortgage insurance previously in effect, from an ultimate mortgage insurer approved by Lender. If

obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the

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Lender's address stated herein or any other 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 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 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.

**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 (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. 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 permitted by this Security instrument without further notice or demand on Borrower.

**18. 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 (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment 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. If 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 contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release 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 generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or 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 not prior to acceleration under paragraph 17 unless

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Form 3014 9/90

Initials: *A.M.*

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(Rev. 6-21-88)

My Commission Expires:

My Commission Expires 5/26/96

Notary Public State of Illinois

My Commission Expires:

Ciora B. Miller Notary Public

My Commission Expires:

HIS/HBR free and voluntary act, for the uses and purposes herein set forth.

Signed and delivered the said instrument as this day in person, and acknowledged that he/she

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she

personally known to me to be the same person(s) whose name(s)

ARMANDO MARTIN, UNMARRIED PERSON  
A Notary Public in and for said county and state do hereby certify  
that ARMANDO MARTIN, COOK COUNTY, ILLINOIS

-Borrower  
(Seal)

-Borrower  
(Seal)

-Borrower  
(Seal)

-Borrower  
(Seal)

ARMANDO MARTIN

*Armando Martin*

Witnesses:

in my rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and

- (Check applicable boxes)
- 1-4 Family Rider
  - Grandfathered Payment Rider
  - Grandmothered Unit Development Rider
  - Biweekly Payment Rider
  - Rate Impovement Rider
  - Second Home Rider
  - Other(s) [Specify]
  - V.A. Rider
  - Balloon Rider

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

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 fully amend and supplement Security Instrument. All other riders shall be disregarded.

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

without charge to Borrower. Borrower shall pay my recordation costs.

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

21. Includings, but not limited to, reasonable attorney's fees and costs of title evidence.

Proceedings. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph

secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial

or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums

non-existent or a default or any other defense of Borrower in acceleration and foreclosure. If the default is not cured in

full form Borrower of the right to reinstate after acceleration and the right to assert in the foreclosed proceeding the

secured by this Security Instrument, forclosure by judicial proceeding and sale of the Property. The notice shall further

(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums

(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

applicable law provides otherwise). The notice shall specify: (a) the default; (b) the return required to cure the default;

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## 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 17TH day of NOVEMBER , 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 PRESIDENTIAL MORTGAGE COMPANY (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

3116 NORTH ST. LOUIS, CHICAGO, ILLINOIS 60618  
(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 household estate if the Security Instrument is on a household) 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 B.

**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 household.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

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-Borrower  
(Seal)

-Borrower  
(Seal)

-Borrower  
(Seal)

-Borrower  
(Seal)

ARMANDO MARTIN

X *Armando Martin*

• BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this 1-a Family Rider.

Security instrument.

1. CROSS-DEFAULT PROVISION. Borrower's default or breach under the Security Instrument and Lender may invoke any of the remedies permitted by the agreement in which Lender has

and, if necessary shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument and Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full. Lender may default or invalidate any other right or remedy of Lender. Any application of Rents of the Property shall judicially appointed receiver, may do so at any time when a default occurs. However, Lender, or Lender's agents or a maintain the Property before or after giving notice of default to Borrower, shall not be required to acted upon, take control of or Lender, or Lender's agents or a judicially appointed receiver, shall not be required to act upon, take control of or

Borrower performs any act that would prevent Lender from exercising its rights under this paragraph. Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and

secured by the Rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender collecting the Rents, any funds expended by Lender to cover the costs of taking control of and managing the Property and of the Rents, any sufficient pursuant to Informant 7.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of the Rents, any showing as to the inadequacy of the Property as security. Borrower 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, 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, but not limited to, attorney's fees, premiums on repossess, bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and unpaid to Lender or Lender's agents shall be applied first to the costs of taking control of the Property, all Rents collected by Lender or Lender's agents shall be applied first to the benefit of the Property and provided otherwise, all Rents due and unpaid to Lender's or Lender's agents upon demand to the tenant; (iv) unless applicable law provides otherwise, all Rents due and received all of the Property; (iii) Borrower agrees that each Tenant of the Property shall pay all Rents due and received all of the Property, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (i) Lender shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument;