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LOAN NO.: 000-11865-4

MORTGAGE

80X 404

THIS MORTGAGE ("Security Instrument") is given on **JANUARY 17, 1995** The mortgagor is
STEPHEN J. HEKENZIE, AND, KATHLEEN M. HEKENZIE, HIS WIFE, BRIAN P. LISTON, AND, VASILIKI R. LISTON, HIS WIFE.

("Borrower"). This Security Instrument is given to

SOUTHWEST FEDERAL SAVINGS & LOAN ASSOCIATION OF CHICAGO

which is organized and existing under the laws of United States of America, and whose address is

3525 WEST 63RD STREET, CHICAGO IL 60629 (Lender) Borrower owes Lender the principal sum of

FOURTY FOUR THOUSAND AND NO/100 Dollars (U.S. \$ **44,000.00**).
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 **FEBRUARY 1, 2025**.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extension, and modifications of the Note; (b) the payment of all other debts, 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 31 IN BLOCK 1 IN MCPHERSON AND ALLERTON'S ADDITION TO CHICAGO, SAID ADDITION BEING A SUBDIVISION OF BLOCK 25 IN CANAL TRUSTEE'S SUBDIVISION IN SECTION SECTION 33, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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DEPT. OF RECORDING \$35.50
199601 FROM \$835 01/25/95 67,23.00
62079 & CO. #495-055197
COOK COUNTY RECORDER

P.O. NO.: 17-33-314-006
which has the address of **3713 SO. EMERALD** CHICAGO (Street, City)
Illinois 60609 ("Property Address")

ILLINOIS Single Family FINANCIAL UNIFORM INSTRUMENT
Form 3014 8/90
Amended 5/91
MORTGAGE FORMS - (312)293-8100 - (800)921-7331



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S148007-208
MCPHERSON

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10. Borrower's Copy. The Borrower shall retain a copy of this Security Instrument

to be available to the lender. The lender shall retain a copy of this Security Instrument and the Note are delivered to the lender. The lender shall retain a copy of this Security Instrument and the Note are delivered to the lender.

15. **Governing Law.** This Security Instrument shall be governed by the law of the State of California. The lender shall be deemed to have accepted the law of the State of California by its execution of this Security Instrument.

14. **Notice.** Any notice to the Borrower shall be given by delivering it or by mailing it to the Borrower at the address last known to the lender. The lender shall be deemed to have accepted the law of the State of California by its execution of this Security Instrument.

13. **Loan Charges.** The Borrower shall be deemed to have accepted the law of the State of California by its execution of this Security Instrument. The lender shall be deemed to have accepted the law of the State of California by its execution of this Security Instrument.

12. **Successors and Assigns Bound.** The Borrower and the lender shall be deemed to have accepted the law of the State of California by its execution of this Security Instrument. The lender shall be deemed to have accepted the law of the State of California by its execution of this Security Instrument.

11. **Borrower Not Released.** The Borrower shall be deemed to have accepted the law of the State of California by its execution of this Security Instrument. The lender shall be deemed to have accepted the law of the State of California by its execution of this Security Instrument.

10. **Condition.** The Borrower shall be deemed to have accepted the law of the State of California by its execution of this Security Instrument. The lender shall be deemed to have accepted the law of the State of California by its execution of this Security Instrument.

9. **Inspection.** The Borrower shall be deemed to have accepted the law of the State of California by its execution of this Security Instrument. The lender shall be deemed to have accepted the law of the State of California by its execution of this Security Instrument.

8. **Inspection.** The Borrower shall be deemed to have accepted the law of the State of California by its execution of this Security Instrument. The lender shall be deemed to have accepted the law of the State of California by its execution of this Security Instrument.

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2. **Inspection.** The Borrower shall be deemed to have accepted the law of the State of California by its execution of this Security Instrument. The lender shall be deemed to have accepted the law of the State of California by its execution of this Security Instrument.

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TOGETHER WITH all the improvements, now or hereafter erected, on the property, and all easements, appurtenances, 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 seized 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 ("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 or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, 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 "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. 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 an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender 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 this 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 pledged 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. Borrower 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 shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied, first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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

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

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By matter of the notes will be paid, and retain these payments until the mortgage insurance loss reserve to one month of the term mortgage insurance being paid by borrower when the insurance coverage lapses or ceases to substantially equal mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to the amount of the mortgage insurance premiums in effect, from an alternate mortgage insurer approved by Lender. If obtain coverage substantially equivalent to the mortgage insurance previously in effect, in a cost substantially equivalent to the mortgage insurance coverage required by Lender, Lender agrees to be in effect, borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the 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 ceases to be in effect, borrower shall pay the premiums required to maintain the mortgage insurance in effect, from an alternate mortgage insurer approved by Lender. If obtain coverage substantially equivalent to the mortgage insurance previously in effect, in a cost substantially equivalent to the mortgage insurance coverage required by Lender, Lender agrees to be in effect, borrower shall pay the premiums required to maintain the mortgage insurance in effect.

8. **Mortgage Insurance.** Lender agrees to require borrower to maintain the mortgage insurance as a condition of making the loan secured by this Security Instrument. Lender agrees to require borrower to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender ceases to be in effect, borrower shall pay the premiums required to maintain the mortgage insurance in effect, from an alternate mortgage insurer approved by Lender. If obtain coverage substantially equivalent to the mortgage insurance previously in effect, in a cost substantially equivalent to the mortgage insurance coverage required by Lender, Lender agrees to be in effect, borrower shall pay the premiums required to maintain the mortgage insurance in effect.

7. Lender does not have to pay... Any amount advanced by Lender under this paragraph shall become additional debt of borrower secured by this Security Instrument. Unless borrower and Lender agree to other terms of payment, these amounts shall be a first lien on the date of disbursement at the Borrower and shall be payable with interest upon notice from Lender to borrower requesting payment.

6. **Execution, Preservation and Protection of the Property; Borrower's Loan Application; Leasehold.** Borrower shall execute, establish, and maintain 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 execution, unless Lender otherwise agrees in writing, which concept shall not be unreasonably withheld, or unless examining circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or become waste on the Property. Borrower shall be in default if any forborne 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 give with a default and remedy as provided in paragraph 18 as causing the action or proceeding to be dismissed with a ruling that in Lender's good faith determination provides for 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 give materially false or inaccurate information or statements to Lender or failed to provide Lender with any material information in connection with the loan application. If this Security Instrument is to be provided to a lender with any material information in connection with the loan application. If this Security Instrument is to be provided to a lender, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is to be provided to a lender, 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 and Lender agrees to the merger in writing.

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 amount, term, conditions of coverage 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 for the Property in accordance with paragraph 2.

All mortgage payments and receipts shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the payments and receipts, Lender requires, borrower shall promptly give to Lender all receipts of paid payments and receipts on account of loss. Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make provisions for the replacement of loss if not made promptly by Borrower.

4. Lender and borrower agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged or the replacement or repair of improvements, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property or does not answer within the time set forth in the insurance contract 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 claims secured by this Security Instrument, which or not then due, the 30 day period will begin when the notice is given.

3. Lender and borrower agree in writing, any application or proceeds to be applied to the Property or to pay claims secured by this Security Instrument, which or not then due, the 30 day period will begin when the notice is given.

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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 the 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 in 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 at 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.

NOV 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 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 sale 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 foreclosure. 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 remedies 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.

Form 3014 9/99

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ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

Form 3014 9/80

THIS INSTRUMENT WAS PREPARED BY [Name] AND [Name] ASSOCIATION

My Commission Expires [Date]
My Commission Expires [Date]
My Commission Expires [Date]

DEWY GARDEN BRIDGE

OFFICIAL SEAL

Given under my hand and seal this [Date] day of [Month] 19[Year]

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he is the [Name] and [Name], and acknowledged that they and jointly, for the uses and purposes therein set forth.

[Handwritten signatures and initials]

Personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they and jointly, for the uses and purposes therein set forth.

STATE OF ILLINOIS, County of [Name] State of Illinois, County of [Name]

[Name] [Name] [Name] [Name] [Name] [Name]

[Name] [Name] [Name] [Name] [Name] [Name]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any instrument executed by Borrower and recorded with it.

Adjustable Rate Rider
Balloon Rider
Credited Payment Rider
Planned Unit Development Rider
Rate Improvement Rider
[Name] (Check one)

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, and if the riders were a part of this Security Instrument.

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Property of Cook County Clerk's Office

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1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 17TH day of JANUARY 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

SOUTHWEST FEDERAL SAVINGS & LOAN ASSOCIATION OF CHICAGO

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

3713 SO. EMERALD CHICAGO, IL 60609

(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 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, 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 the Security Instrument. All of the foregoing together with the Property described in the Security Instrument for the basehold estate of the Security Instrument (if a basehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

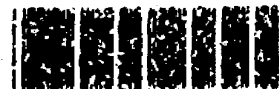
B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

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



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Borrower: VASILEUKI K. LISTON

(Signature: Vasileuki K. Liston)

Borrower: BRIAN P. LISTON

(Signature: Brian P. Liston)

Borrower: KATHLEEN M. MCENULTY

(Signature: Kathleen M. McEnulty)

Borrower: STEPHEN J. MCENULTY

(Signature: Stephen J. McEnulty)

Family Rider

ALL MOUSINGS BELOW Borrower assigns and agrees to the terms and provisions contained in this 1-4

permitted by the Security Instrument. Lender has an interest in the Property and the Security Instrument and Lender may make any of the remedies

CROSS-COLLATERAL PROVISION

Items of the Property shall include all items owned by the Borrower in connection with the Property in which

Lender shall not care to have any default or liability and other rights of remedy of Lender. This assignment of

Lender's interest in the Property shall include any and all items owned by the Borrower in connection with the Property

and all other items of the Property that would be included in the assignment of the Property under this paragraph

of the Property and Lender shall have the right to take possession of the Property and to manage the Property

Property, not of collecting the rents and profits, and to cover the costs of taking control of and managing the

Property, and to the inadequacy of the Property's security.

showing as to the inadequacy of the Property's security. Lender shall be entitled to have a receiver appointed to take

possession of and manage the Property, and Lender shall be entitled to have a receiver appointed to take

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