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196 *Journal of Health Politics*

Все эти обстоятельства, а также то, что в последние годы в Китае неоднократно проходили землетрясения, побудили нас предпринять попытку изучить геологическую структуру Китая и определить, каким образом землетрясения могут возникать в Китае.

**95150750**

LAKEWOOD TITLE INSURANCE CORPORATION

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**MORTGAGE** 950208102

THIS MORTGAGE ("Security Instrument") is given on THE TWENTY-EIGHTH (28TH) DAY OF FEBRUARY, 1995. The mortgagor is

THE MORTGAGE (SECURITY INSTRUMENT) IS GIVEN ON THE DAY OF FEBRUARY EIGHTH, 1955. THE MORTGAGORS  
MICHAEL ROSAS and CARMEN LIGIA ROSAS, HUSBAND AND WIFE

(borrower). This Security Instrument is given to ALLSOURCE MORTGAGE INC.

which is organized and existing under the law of THE STATE OF ILLINOIS, and whose address is 300 CENTRAL STREET, EVANSTON, IL 60201.

10 BORROWER AGREES TO PAY LENDER THE SUM OF ONE HUNDRED FORTY SIX THOUSAND TWO HUNDRED FIFTY AND NO/100 ("Lender"). Borrower owes Lender the principal sum of

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 ~~March~~, APRIL 1, 2025 (as extended). 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

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 CHICAGO, COOK County, Illinois: as hereinafter described in incorporated into the Agreement, or otherwise by the terms of this instrument.

LOT 13 IN THE SUBDIVISION OF THE SOUTH 1/2 AND THE SOUTH 8 FEET OF THE (10) EAST PLAT OF  
SECTION NORTH 1/2 OF LOTS 38 AND 39 IN BOWMAN'S SECOND SUBDIVISION OF THE EAST 1/2 OF SECTION

1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, ILLINOIS, LOCATED  
1/4 MILE EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CE

THE GOVERNMENT OF TAMIL NADU, THE STATE PLANNING BOARD, CHENNAI - 600 009  
TENURE: 01 YEAR  
DEPT-01  
TENURE: 01 YEAR

TRAN 7350 03/07/95 13:47 T49999

**\$3003 + DW #95-150  
COOK COUNTY RECORDER**

which has the address of 2534 W GUNNISON

Illinois 60625 [Street] [City]

ILLINOIS Single Family Existing Mac/Freddie Mac UNIFORM INSTRUMENT Form 2011-0100 | 1011-1/25 | pg. 1 of 1

TECHNIS Single Family Auto Mag/Recycle Mac UNIT-DRIVE INSTRUMENT Form 3014 9/90 1041 1/95 page 1 of 7

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1041 / 95 page 2 of 7

95150750

## UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform covenants for negotiable use and non-uniform covenants with limited variances by jurisdiction to constitute a uniform security instrument covering real property.

to any encumbrances of record, and warranties and will defend generally the title to the Property against all claimants and demands, subject to record, Borrower warrants and that the Property is unencumbered, except for encumbrances of mortgage, grant, and convey the Property 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.

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.

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 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 or 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 insurance premiums. These funds are called "Escrow items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum, to 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 case 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 may require Borrower to pay a one-time charge for an escrow account, or verify the Escrow items, unless 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 laws provide 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 held by Lender at any time. Lender shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion. Borrower willing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower held by Lender at any time is not sufficient to pay the Escrow items when due, Lender may do nothing. Borrower in holding Funds held by Lender shall acquire or sell the Property, Lender, prior to the 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; forth, to principal due; and last, to any late charges due under the Note.

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.

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

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

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which the 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 damages 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 judgement 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,

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1. 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 this Security instrument contains language indicating that the lessee has the right to terminate the leasehold, Borrower shall merge unless Lender agrees to the merger in writing.

2. 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 proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), 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 attorney's fees and entering on the Property. Although Lender may take action under this paragraph 7, Lender does not have to do so.

3. 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.

4. Mortgage insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premium required to maintain the mortgage insurance in effect. For any reason, the coverage insurance required by Lender lapses or ceases to be in effect, Borrower shall pay the premium required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from a cost substituted by Lender to the cost to Borrower of the mortgage insurance coverage (in the event of a loss reserve, Borrower shall pay the premium paid by Borrower when the insurance coverage lapsed or ceased to be in effect, Lender will accept it, unless Lender provides otherwise in the note).

5. Mortgagelife insurance. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender may give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. Lender may make reasonable entries upon and inspections of the Property. With any condominium or other taking of any part of the Property, or for conveyance in lieu of condominium, are hereby assinged and shall be paid to the Lender. In the event of a partial taking of the Property instrument, whether or not the Lender, with any excess paid to Borrower. In the event of a partial taking of the Property instrument, whether or not the Lender, with any excess paid to Borrower. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument unless specified otherwise.

6. Condemnation. The proceeds of any award or claim for damages, distract or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condominium, are hereby assigned and shall be paid to the Lender. In the event of a partial taking of the Property instrument, whether or not the Lender, with any excess paid to Borrower. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument unless specified otherwise.

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 proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), 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 attorney's fees and entering on the Property. Although Lender may take action under this paragraph 7, Lender does not have to do so.

8. Mortgage insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premium required to maintain the mortgage insurance in effect. For any reason, the coverage insurance required by Lender lapses or ceases to be in effect, Borrower shall pay the premium required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from a cost substituted by Lender to the cost to Borrower of the mortgage insurance coverage (in the event of a loss reserve, Borrower shall pay the premium paid by Borrower when the insurance coverage lapsed or ceased to be in effect, Lender will accept it, unless Lender provides otherwise in the note).

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. Lender may give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. Lender may make reasonable entries upon and inspections of the Property. With any condominium or other taking of any part of the Property, or for conveyance in lieu of condominium, are hereby assigned and shall be paid to the Lender. In the event of a partial taking of the Property instrument, whether or not the Lender, with any excess paid to Borrower. In the event of a partial taking of the Property instrument, whether or not the Lender, with any excess paid to Borrower. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument unless specified otherwise.

10. Condemnation. The proceeds of any award or claim for damages, distract or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condominium, are hereby assigned and shall be paid to the Lender. In the event of a partial taking of the Property instrument, whether or not the Lender, with any excess paid to Borrower. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument unless specified otherwise.

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interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors' and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's Interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any 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 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 judgement 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) take such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and

any other rights or remedies available to Lender are not impaired by any action taken by Borrower in defense of this Security Instrument.

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19. Sale of Note; Change of Loan Servicer. The Note or partial interest in the Note (together with this Security instrument) may be sold one or more times without 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 should be made. The notice will also contain any other information required by applicable law. The notice will state the name and address of the new Loan Servicer and 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, 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 use, or storage of small quantities of Hazardous Substances that are generally recognized to be moldy or deteriorated.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following acceleration by Borrower or any other default after acceleration and the right to assert in the foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the date 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 attorney fees and costs of title evidence, filing, recording, and other expenses of the sale, plus any deficiency judgment.

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 recodification 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.

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(Check applicable box(es))

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- VA Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify] \_\_\_\_\_

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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

Witnesses:

*Miguel Rosas* (Seal)  
CARMENLIGIA ROSAS -Borrower

Social Security Number

*336-68-0898* (Seal)

-Borrower

Social Security Number

*466-04-8712* (Seal)

-Borrower

Social Security Number

STATE OF ILLINOIS,

I, the undersigned, a Notary Public in and for said county and state do hereby certify that MIGUEL ROSAS and CARMENLIGIA ROSAS, HUSBAND AND WIFE

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

Given under my hand and official seal, this

28<sup>th</sup>

day of February, 1995.

My Commission Expires:

2-27-95

JENNIFER BANG Notary Public

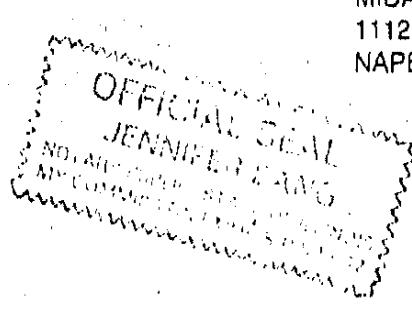
THIS INSTRUMENT WAS PREPARED BY:

KENNETH KORANDA  
1112 S. WASHINGTON ST.  
NAPERVILLE, IL 60540

WHEN RECORDED RETURN TO:

MIDAMERICA FEDERAL SAVINGS BANK  
1112 S. WASHINGTON ST.  
NAPERVILLE, IL 60540

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Property of Cook County Clerk's Office

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This is an Unofficial Copy of a document filed with the Clerk's Office. It is not a certified copy of the original document. It is provided for your information only and is not a legal substitute for the original document.

Original document filed on 1/26/95.

For further information concerning this document, contact the Clerk's Office at (312) 443-3000 or (312) 443-3001. This document is subject to inspection by the Clerk's Office during regular business hours.

Original document filed on 1/26/95.

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Original document filed on 1/26/95.

## ADJUSTABLE RATE RIDER

Original document filed on 1/26/95.

(1 Year Treasury Index-Rate Caps-Fixed Rate Conversion Option)

Original document filed on 1/26/95.

THIS ADJUSTABLE RATE RIDER is made this 28TH day of FEBRUARY, 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 Adjustable Rate Note (the "Note") to ALL SOURCE MORTGAGE INC. of 1000 N. Dearborn Street, Chicago, Illinois 60610, (the "Lender") of the

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

Original document filed on 1/26/95.  
P.O. BOX 2534 W GUNNISON, CHICAGO, ILLINOIS 60625  
[Property Address]

Original document filed on 1/26/95.  
THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.

Original document filed on 1/26/95.  
**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

### A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.750%. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

### 4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates The adjustable interest rate will change based on the 31st day of each month of each year. The adjustable interest rate will change on APRIL 1ST, 1996, and on that day every 12th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

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

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

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10141024 Page 2 of 3  
will be greater than the Maximum Rate stated in Section 4(D) above.  
Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%).  
Before each Change Date, the Note Holder will calculate my new interest rate by adding two and three  
percentage points (2.750 %) to the Current Index.  
QUARTERS  
Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject  
to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change  
Date.  
The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the  
unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in  
substantially equal payments. The result of this calculation will be the new amount of my monthly payment.  
The interest rate I am required to pay at the first Change Date will not be greater than 9.750 % or less  
than 5.750 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single  
Change Date by more than TWO PERCENTAGE POINT(S) (2.000 %) from the rate of interest  
I have been paying for the preceding 12 months. My interest rate will never be greater than 13.750 %, which is  
beginning on the first monthly payment date after the Change Date until the amount of my monthly payment  
of my monthly payment before the effective date of any change. The notice will include information required by law  
regarding the note, the title and telephone number of a person who will answer any question I may have  
to be given me and also the effective date of any change. The notice will include information required by law  
of my monthly payment before the effective date of any change unless I am in default of this Section (A) will not permit me to do  
so. The "Conversion Option" is my option to convert the interest rate calculated under Section (B) below,  
adjustable rate with interest rate limits to the fixed rate calculated under Section (B) below.  
I have a Conversion Option that I can exercise unless I am in default of this Section (A) will not permit me to do  
so. The "Conversion Option" is my option to convert the interest rate calculated under Section (B) below,  
adjustable rate with interest rate limits to the fixed rate calculated under Section (B) below.  
I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i)  
must give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the  
Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion  
fee of U.S.\$ 250.00.  
and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.  
My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of a  
date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30-  
year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus FIVE-EIGHTHS OF ONE PERCENTAGE POINT (0.625%); rounded to the nearest one-eighth of one percentage point (0.125%), or (ii)  
if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day  
mandatory delivery commitments, plus FIVE-EIGHTHS OF ONE PERCENTAGE POINT (0.625%).  
ONCE PERCENTAGE POINT (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%), or (iii)  
date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30-  
year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus FIVE-EIGHTHS OF ONE PERCENTAGE POINT (0.625%).  
This Note will be delivered by the Note Holder to the nearest one-eighth of one percentage point (0.125%). If  
this required net yield cannot be determined because the applicable commitments are not available, the Note Holder  
will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will  
not be greater than the Maximum Rate stated in Section 4(D) above.

## (B) Calculation of Fixed Rate

I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.  
My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of a  
date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30-  
year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus FIVE-EIGHTHS OF ONE PERCENTAGE POINT (0.625%).  
ONCE PERCENTAGE POINT (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%), or (ii)  
date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30-  
year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus FIVE-EIGHTHS OF ONE PERCENTAGE POINT (0.625%).  
This Note will be delivered by the Note Holder to the nearest one-eighth of one percentage point (0.125%). If  
this required net yield cannot be determined because the applicable commitments are not available, the Note Holder  
will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will  
not be greater than the Maximum Rate stated in Section 4(D) above.

## (A) Option to Convert to Fixed Rate

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to  
a fixed interest rate, as follows:

## 5. FIXED INTEREST RATE CONVERSION OPTION

B. FIXED INTEREST RATE OPTION

The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate and the amount  
of my monthly payment before the effective date of any change. The notice will include information required by law  
regarding the note, the title and telephone number of a person who will answer any question I may have  
to be given me and also the effective date of any change. The notice will include information required by law  
of my monthly payment before the effective date of any change unless I am in default of this Section (A) will not permit me to do  
so. The "Conversion Option" is my option to convert the interest rate calculated under Section (B) below,  
adjustable rate with interest rate limits to the fixed rate calculated under Section (B) below.  
I have a Conversion Option that I can exercise unless I am in default of this Section (A) will not permit me to do  
so. The "Conversion Option" is my option to convert the interest rate calculated under Section (B) below,  
adjustable rate with interest rate limits to the fixed rate calculated under Section (B) below.

(F) Notice of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my monthly payment  
beginning on the first monthly payment date after the Change Date until the amount of my monthly payment  
of my monthly payment before the effective date of any change. The notice will include information required by law  
regarding the note, the title and telephone number of a person who will answer any question I may have  
to be given me and also the effective date of any change. The notice will include information required by law  
of my monthly payment before the effective date of any change unless I am in default of this Section (A) will not permit me to do  
so. The "Conversion Option" is my option to convert the interest rate calculated under Section (B) below,  
adjustable rate with interest rate limits to the fixed rate calculated under Section (B) below.

## (E) Effective Date of Changes

I have been paying for the preceding 12 months. My interest rate will never be greater than 13.750 %, which is  
called the "Maximum Rate". My interest rate will never be greater than 13.750 %, which is  
beginning the effective date of changes on each Change Date. I will pay the amount of my monthly payment  
beginning on the first monthly payment date after the Change Date until the amount of my monthly payment  
of my monthly payment before the effective date of any change. The notice will include information required by law  
regarding the note, the title and telephone number of a person who will answer any question I may have  
to be given me and also the effective date of any change. The notice will include information required by law  
of my monthly payment before the effective date of any change unless I am in default of this Section (A) will not permit me to do  
so. The "Conversion Option" is my option to convert the interest rate calculated under Section (B) below,  
adjustable rate with interest rate limits to the fixed rate calculated under Section (B) below.

## (D) Limits on Interest Rate Changes

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

The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject  
to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change  
Date.

## (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding two and three  
percentage points (2.750 %) to the Current Index.

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## (C) New Payment Amount and Effective Date

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the Maturity Date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the Maturity Date.

## C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Covenant 17 of the Security Instrument is amended to read as follows:

**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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

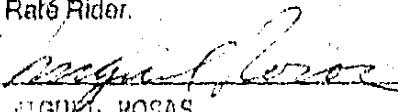
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument.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

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C 1 above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, as follows:

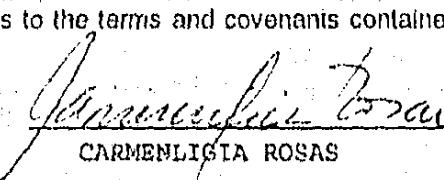
**Transfer of the Property or a Beneficial Interest In Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

  
ANGEL ROSAS

(Seal)  
Borrower

  
CARMENLISTIA ROSAS

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

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RECORDED - 1428282809 IN MORTGAGE RECORDING BO 1428282809-16 DATE 10-14-2003 BY ALLSOURCE MORTGAGE INC. OF CHICAGO, IL, IN REASON THAT THIS IS AN ADDENDUM TO THE SECURITY INSTRUMENT WHICH IS A CONTRACT BETWEEN THE BORROWER AND THE LENDER. THIS ADDENDUM IS BEING MADE A PART OF THE SECURITY INSTRUMENT AND IS BEING RECORDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SECURITY INSTRUMENT. THIS ADDENDUM IS BEING RECORDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SECURITY INSTRUMENT.

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## 1-4 FAMILY RIDER

Assignment of Rents, for 30 consecutive days, with respect to the real property described below.

THIS 1-4 FAMILY RIDER is made this 28th day of FEBRUARY, 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 ALLSOURCE MORTGAGE INC., dated 1994, in the sum of \$100,000.00, and is recorded in the office of the Clerk of Cook County, Illinois, on the same date, and is subject to the same restrictions and conditions as the Security Instrument, and is recorded in the office of the Clerk of Cook County, Illinois, on the same date and covering the Property described in the Security Instrument and located at: 2534 W GUNNISON, CHICAGO, IL 60625.

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, bathtubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

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

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

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

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

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

MULTISTATE 1-4 FAMILY RIDER  
Fannie Mae / Freddie Mac Uniform Instrument FNMA 3170 9/90

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**G. ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents 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.

If Lender gives notice of breach to Borrower: (i) all Rents received 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 or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

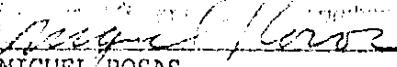
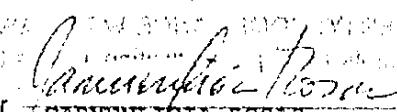
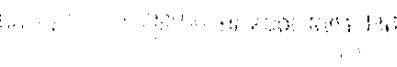
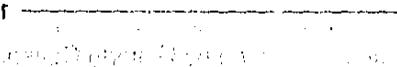
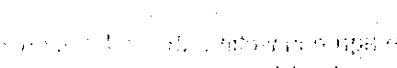
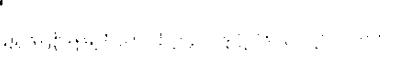
If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant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

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

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

**I. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

 MIGUEL ROSAS	Seal Borrower	 CARMEN LIGIA ROSAS	Seal Borrower
 FANNIE MAE	Seal Borrower	 FREDDIE MAC	Seal Borrower
 MULTISTATE 1-4 FAMILY RIDER	Seal Borrower	 FANNIE MAE / FREDDIE MAC UNIFORM INSTRUMENT FNMA 3170 9/90	Seal Borrower