

# UNOFFICIAL COPY

96434370

AFTER RECORDING MAIL TO:

LaSalle Home Mortgage  
Corporation  
1350 E. Touhy Ave. Suite 160W  
Des Plaines, IL 60018

. DEPT-01 RECORDING \$19.50  
. T#8010 TRAN 5092 06/07/96 15:45:00  
. 41081 + C.U. \*-96-434370  
. COOK COUNTY RECORDER

AP#

LN# 56322-1

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 23, 1996  
by David Fontenelle and Angela I. Fontenelle, Husband and Wife

The mortgagor is

("Borrower"). This Security Instrument is given to LaSalle Bank, F.S.B.

existing under the laws of the United States of America  
4242 N. Harlem Ave., Norridge, IL 60634

, which is organized and  
, and whose address is

("Lender"). Borrower owes Lender the principal sum of One Hundred Seventy One Thousand  
Dollars and no/100

Dollars

(U.S. \$ 171,000.00). 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 June 1, 2005. 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 69 IN HULBERT FULLERTON AVENUE HIGHLANDS SUBDIVISION NUMBER 3, BEING A  
SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40  
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

06-03-2006  
06-03-2006

13-28-425-017-0000 ,

which has the address of

5005 W. Altgeld  
[STREET]

Chicago  
[CITY]

Illinois 60639  
[ZIP CODE]

("Property Address");

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT  
ISC/CMDTIL//0894/3014(0990)-L

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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) property taxes and assessments which may affect 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 food insurance premiums, if any; (e) yearly mortgage insurance premiums; (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 terms 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 federal, state, and municipal loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et 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 this basis of current data and reasonable estimates of expenses of future Escrow items or otherwise in accordance with applicable law.

1. Payment of principal and interest, prepayments and late charges due under this Note.

UNIVERSAL COAL MACHINERY, BOSTONWARE AND LUMBER COMPANY LTD., TORONTO.

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.

**TOGETHER** WITH all the improvements now or hereafter erected on the property, and all fixtures now or hereafter erected by this Security instrument. All of the foregoing is referred to in this Security instrument as "the Property".

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LN# 4632231

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.

**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.

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8. Inspection. Lender or its agent may make reasonable entries upon and inspectors of the property, under such notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Mortgagage Insurance. If Lender required mortgagae insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium, plus required to maintain the mortgagae insurance in effect, for any reason, if the mortgagae insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premium, plus required to obtain coverage substantially equivalent to the mortgagae insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgagae insurance previously in effect, from an alternate mortgagae insurer approved by Lender. If subsantially equivalent mortgagae insurance coverage is not available, Borrower shall pay to Lender, if it subsantially equivelant mortgagae insurance coverage is not available, the premium paid by Lender each month as if it were in effect, plus interest thereon at the rate of one-twelfth of the year. Mortgagae insurance coverage in effect, or otherwise, shall pay to Borrower when the insurance coverage lapses or ceases to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payable to Lender is not longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods that Lender requires), provided by an insurer becomes available and is obtained.

Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this Security Instrument unless Borrower agrees to other terms of payment, these amounts shall bear interest at the rate set forth in the Note and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. Protection of Leases and Rights in Property. 11. Borrower fails to perform the covenants and agreements contained in this Agreement 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 of the Property under state or federal laws or regulations, or any other proceeding which results in Lender's rights in the Property being impaired, then Lender may sue for specific performance under the terms of this Agreement.

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**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums 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 condemnor offers to make an award or settle a claim for 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, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any 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.

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**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances or in the Property that is in violation of any Environmental law, nor allow anyone 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 of small quantities of Hazardous

19. Sale of Note: Changes of Note. The Note or a partial interest in the Note (logother with this Security instrument) may be sold one or more times without prior notice to Partower. 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 also contain any other information required by applicable law.

18. **Borrower's Right to Retain title.** If a Borrower meets certain conditions, Borrower shall have the right to have ownership of this Security interest in certain documents at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may permit) for reinstatement; or (b) entry of a judgment entitling Lender to any Power of Sale contained in this Security instrument; or (c) payment of all sums which Lender would be due under this instrument. Those conditions are that Borrower: (a) pays all expenses incurred in enforcing this Security instrument; (b) cures any defect or deficiency in this Security instrument; (c) pays all attorney fees; and (d) takes such action as Lender may reasonably require to assure that the loan of this Security instrument, Lender's rights in the Property and title to the real estate held by Borrower, this Security interest and the obligations secured hereby shall remain fully valid and enforceable. However, this right to reinstate shall not apply in the case of a final judgment entered by a court of competent jurisdiction against Borrower, unless the court orders otherwise.

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.

17. The use of the Property or a Beneficial interest in Borrower, if all or any part of the Property or  
any interest in a Beneficial interest (or if a beneficial interest in Borrower's property 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 unless it is authorized by federal law as of the date of this Security instrument.

16. **Copy, Compartir, o copiar e compartir**: Boton para compartir el contenido de la nota y darle acceso a otros usuarios.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this instrument conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which are deemed to be severable.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by deliverying 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 of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail by first class notice to Lender's address by notice to Lender. Any notice to Borrower or Lender shall be given by notice to Borrower or Lender's address by notice to Lender. Any notice to Borrower or Lender shall be given by notice to Borrower or Lender when given as provided in this paragraph.

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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 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.

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 such such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input checked="" type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider      |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider           |
| <input type="checkbox"/> Other(s) (specify)      | <input type="checkbox"/> IHDA Rider                     |  |

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FORM 3014 9/90

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT  
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13C/CMDT/L//0894/3014(0990)-L

This instrument was prepared by: **Pina Iglesias**  
Address: **1350 E. Touhy Ave., Suite 160W**  
**Des Plaines, IL 60018**

OFFICIAL SEAL  
VANESSA L DANNER  
WOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES 4/6/98

My computer expenses.

Given under my hand and official seal, this 23rd day of May, 1996.

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

1. THE UNDERSIGNED, , a Notary Public in and for said county and state do hereby certify that

STATE OF ILLINOIS County as: Cook

---

[Space Below This Line For Acknowledgment]

-BROWNE  
(SEAL)

BORROWER  
(SEAL)

**BORROWER  
(SEAL)**

BORROWER  
(SEAL)

**Urgent! Secure** (SEAL) **BORROWER** **Fontenelle** **Angela J.**

**DAVID FONTENELLE**  
**BORROWER**  
**(SEAL)**

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 8 of this Security Instrument and in any addendum(s) executed by Borrower and recorded with the

LIN# 4632231

App# FONTEEN, D4632231

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AP# FONTEN,D4632231

LN# 4632231

## 1-4 FAMILY RIDER

### Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 23rd day of May, 1996, 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 LaSalle Bank, F.S.B.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

5005 W. Altgeld, Chicago, IL 60639  
(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 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 agreements set forth in Uniform Covenant 6 shall remain in effect.

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

02/20/2016

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**BORROWER**  
**(SEAL)**

-BORROWER  
[SEAL]

*David found the seal* **DAVID FOUNDED THE SEAL**  
*Angela I found the seal* **ANGELA FOUND THE SEAL**

**BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained pages 1 and 2 of this 14 Family Rider.**

which Lender has an interest shall be a breach under the Security Instrument.

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 his assignee, or Rents of the Property shall terminate when all the sums secured by the Security Instruments are paid in full.

!! the Rents of the Properties, are not sufficient to cover the costs of taking control of and managing the  
immediately or the future as security;

!! the Rents of the Properties, are not sufficient to cover the costs of taking control of and managing the  
immediately and of collecting the Rents any funds expended by Lender for such purposes shall become  
immediately and of collecting the Rents any funds expended by Borrower for such purposes shall become  
immediately and of securing by the Security Instrument pursuant to Uniform Convention.

Borrower represesents 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

Borrower is trustee for the benefit of Lender only, to be applied to the sums received 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 demand to the Renter of the Renter; (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, an 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's agent 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 receiver's appointment, 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 receiver's appointment.

If Lender gives notice of breach to Borrower, ((i)) all Remts 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.

pay the amounts to Lender or Lender's agents. However, notwithstanding paragraph 21 of the Security Instrument and (ii) Lender has given notice of default pursuant to paragraph 21 of the Security Instrument and the rents given notice to Lender to pay the amounts to Lender or Lender's agents. However, notwithstanding paragraph 21 of the Security Instrument and the rents given notice to Lender to pay the amounts to Lender or Lender's agents. This assignment of given notice to Lender to pay the amounts to Lender or Lender's agents.

H. ASSIGNMENT OF RENTS; APPORTIONMENT OF RENTS; LENDER IN POSSESSION

LN# 4632231 FONTEEN, DA4632231 ADP# 4632231