

UNOFFICIAL COPY

BOX 260

RECORD AND RETURN TO:
AMERICAN SECURITY MORTGAGE

261 EAST LAKE STREET
BLOOMINGDALE, ILLINOIS 60108-1183

DEPT-01 RECORDING \$37.00
TRAN 5005 08/07/96 1341700
\$4897 + RC *-76-602385
LUK COUNT RECORDER

Prepared by:
PEGGY KOTNOUR
BLOOMINGDALE, IL 60108

WB 497

MORTGAGE

MORTGAGE
THE TERMS OF THIS LOAN
CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY.

THIS MORTGAGE ("Security Instrument") is given on JUNE 28, 1996 . The mortgagor is
ESTER J. BLAIR, A UNMARRIED PERSON

Borrower"). This Security Instrument is given to
MERICAN SECURITY MORTGAGE

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose
address is 261 EAST LAKE STREET
LOOMINGDALE, ILLINOIS 60108-1163 ("Lender"). Borrower owes Lender the principal sum of
EIGHTY TWO THOUSAND AND 00/100

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 JULY 5, 2011. 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:

SEE ATTACHED LEGAL DESCRIPTION:

11-04-324-008

which has the address of 945 NORTH LARRABEE, CHICAGO
Illinois 60610 Zip Code ("Property Address":)

Street, City .

**ILLINOIS Single Family FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90
Amended 5/91**

UPS 1084

UNOFFICIAL COPY

190081 (30) Mo. 105

Borrower shall promptly discharge any lien which has priority over this Security Lien to the extent necessary to prevent the loss of the security interest in the collateral.

If Borrower makes three prompt payments in full, Borrower shall promptly furnish to Lender receipts verifying the payment.

4. Changes in Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach priority over this Deed of Trust instrument, and shall pay amounts of ground rents, if any, Borrower shall pay those obligations in the manner provided in Paragraph 2, or if not paid in that manner, Borrower shall pay them at time directly to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

Third, to interest the public, to stimulate to practical uses; and last, to any late changes due under the Note.

3. Application of Payment Notes. Unless application charges due under the Notes exceed, to amounts payable under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Notes, second, to amounts payable under paragraph 2;

Upon payment in full of all sums accrued by this Security instrument, Lender shall promptly refund to Borrower my Funds held by Lender, if, under paragraph 21, Lender shall refuse or sell the Property, Lender, prior to the requirement of sale of the Property, shall apply my Funds held by Lender at the time of application or sale as a credit against the sum required by

If the Funds held by Learner exceed the amounts permitted to be held by applicable law, Learner shall account to Borrower for the excess in accordance with the requirements of applicable law. If the amount of the Funds held by Learner in any case exceeds the amount necessary to make up the deficiency in the amount paid by Learner to a sole discounter, Borrower shall make up the deficiency in the amount paid by Learner to the discounter to make up the deficiency.

The Funds shall be held in an account without defalcation by a federal agency, notwithstanding, or only (including, if Leader is such an institution) or in any Federal Home Loan Bank, Leader shall apply the Funds to pay the Breakover, unless Leader pays for building and applying the Funds, unconditionally utilizing the account, or verifying the Breakover items, unless Leader pays for or makes out on the Funds and subsequently law permits Leader to make such a charge. However, Leader may require Breakover to pay a one-time charge for an independent real estate tax reporting service used by Leader in connection with this loan, unless applicable law provides otherwise. Likewise, no aggregate amount is deductible from the Funds, showing credits and debits to the Funds and the paid on the Funds, Leader shall give to Borrower, and Leader may agree to write, however, that Leader shall be paid on the Funds and the purpose for which each without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the paid on the Funds, Leader shall give to Borrower, and Leader may agree to write, however, that Leader shall be paid on the Funds and the purpose for which each debt to the Funds was made. The Funds are pledged as additional security for all sums needed by this Settlement.

Section 133 or otherwise in accordance with applicable law.

2. Funds for Taxes and Liabilities, subject to applicable law or to a written waiver by Lender, and liability taxes and assessments which my affix my priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and other ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly utility bills; (f) any sums payable by Borrower to Lender, in accordance with the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are collectively held Funds in an amount not to exceed the maximum amount a Lender for a federally related mortgage loan may require 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 applies to the Fund.

principles of and informed by the Note and any preparation and like changes due under the Note.

1. *Pyramids of Prehistoric and later eras*: Prehistoric and later eras: Borrower shall promptly pay when due the principal and interest.

UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

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

THIS SECURITY INSTRUMENT combines uniform procedures for national use and non-national governments with limited

and will reflect generally the title of the Property against all claims and demands, subject to or any encumbrances of record.

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

TOGETHER WITH all the improvements now or hereafter erected in the property, and all fixtures now or hereafter erected a part of the property. All replacements and additions shall also be covered by this Security.

UNOFFICIAL COPY

WB 497

this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

DPS 1091

UNOFFICIAL COPY

DPS 1092

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given in writing unless mailed to the first class mail unless otherwise required by law or by Borrower's by notice to Lender. Any notice to Lender shall be given by first class mail to

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 repaid to Borrower. Lender may choose to make this refund by reducing the principal owed under this 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 premium under the Note.

make any accommodations which regard to the terms of this Security Instrument or the Note without the Lender's consent.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind him and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17.

11. Borrower Not Responsible; Forbearance By Lender; Extension of the Time for Payment of Modifying an Amortization of the Sumns Secured by this Security Instrument granted by Lender to any Successor in Interest of Borrower shall not operate to release the original Borrower or Borrower's Successors in interest from liability of the original Borrower or Borrower's Successors in interest to pay the sumns secured by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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.

If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condominium offers to make an award of sole claim for damages, Borrower fails to respond to Lender's notice by Lender's date the notice is given, Lender is authorized to collect and apply the proceeds, either to restoration or repair of the Property or to the sums received by this Security instrument whether or not due.

unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums set aside by Lender to償付 the instrument whether or not the sums are then due.

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

is inspection, either of its general or more technical nature, upon due impressum to the proprietor; (unless such place

The premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the reinsurance ends in accordance with any written agreement between Borrower and Lender of applicable law.

optional coverage adequately equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. Lender shall subsequently equitably distribute proceeds available if insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly monthly insurance premium being paid by Borrower within the insurance coverage period.

UNOFFICIAL COPY

WB 497

Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

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

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

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

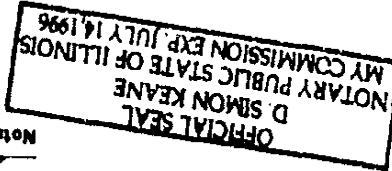
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

DPS 1093
10/06/2006

UNOFFICIAL COPY

DPS 1094

Form 3014 8/90
Page 3 of 8 ARILL (6602)

My Commission Expires: 7/14/96

Given under my hand and official seal, this
signed and delivered the said instrument as **(HIS) HER** true and voluntary act, for the uses and purposes thereon set forth,
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
, personally known to me to be the same person(s) whose name(s)

LESTER Q. BLAIR, A UNMARRIED PERSON

a Notary Public in and for said county and state do hereby certify
County of **Cook**

STATE OF ILLINOIS COOK

-Borrower
(Seal)-Borrower
(Seal)-Borrower
(Seal)-Borrower
(Seal)

LESTER Q. BLAIR

in my rider(s) executed by Borrower and recorded with
the coviaants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and
waives all notices.

- 1-4 Family Rider
 Gradual Payment Rider
 Biweekly Payment Rider
 Planed Unit Development Rider
 Rate Improvment Rider
 Ballloon Payment Rider
 VA Rider
 Other(s) [Specify]

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this
Security Instrument, the coviaants and agreements of each such rider shall be incorporated into and supplied
together with this Security Instrument.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
Without charge to Borrower, upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall pay my recordation costs.

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

20. Proceedings. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph
secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial
or before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums
non-existent of a default or any other deficiency of Borrower to acceleration and foreclosure. If the default is not cured on
time, Borrower of the right to remit after acceleration and the right to assert in the foreclosure proceeding the
agreed by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further
serve to cure the deficiency to the date specified in the notice may result in acceleration of the sums
(d) a date, unless the date the notice is given to Borrower, by which the default must be cured; and
applicable law, otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

UNOFFICIAL COPY

THE SOUTH 30 FEET OF THE NORTH 55.59 FEET OF LOT 6 (EXCEPT THAT PART TAKEN FOR ALLEY) IN MACKUBIN'S SUBDIVISION IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 17-04-324-008

36602.000

UNOFFICIAL COPY

Property of Cook County Clerk's Office

96602:35

UNOFFICIAL COPY

1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 28TH day of JUNE, 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

AMERICAN SECURITY MORTGAGE

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:
945 NORTH LARRABEE, CHICAGO, ILLINOIS 60610

[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.

UNOFFICIAL COPY

DPS 1083

Rev. 1979A

Page 2 of 2

Borrower <i>(Seal)</i>	Borrower <i>(Seal)</i>	Borrower <i>(Seal)</i>	Borrower <i>(Seal)</i>
---------------------------	---------------------------	---------------------------	---------------------------

Family Rider,
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this L-4
renedies permitted by the Security Instrument.

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 make any of the remedies permitted by the Security Instrument.

Lender's agents or a judgeably appointed receiver, shall not be required to enter upon, take possession of or maintain the Property before giving notice of default to Borrower. However, Lender, or Lender's agents or a judgeably appointed receiver to a trustee of Lender, shall not willfully perform any act that would prevent Lender from exercising its rights under this paragraph.

Borrower represents and warrants that Borrower has no encumbered 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.

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 Convention 7.

Property without any showing as to the inadequacy of the Property as security. Property without any showing as to the inadequacy of the Property as security, shall be applied to make possession of and manage the Property and collect the Rents and profits derived from the liability to account for only those Rents actually received; and (v) Lender shall be entitled to have a receiver sum received by the Security Instrument, (v) Lender, Lender's agents or any judgeably appointed receiver shall multietage cases, insurance premiums, taxes, assessments and other charges on the Property, and then to the amount due to the receiver, fees, premiums on receiver's bonds, repeat and including, but not limited to, attorney's fees, receiver's fees, premiums on collecting the Rents, assignments shall be applied first to the costs of taking control of and managing the Property and Lender's written demand to the tenant; (vi) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agent shall be paid to the Property, shall pay all Rents due and unpaid to Lender or Lender's written demand of the Property, shall pay all Rents due and receive all of the Rents of the Property; (ii) Borrower agrees that each Lender shall be entitled to collect and receive all the sums secured by the Security Instrument;

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by

lending, and not an assignment for additional security only. The Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute debt pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that Lender's sole right to receive the Rents until (i) Lender has given Borrower notice of Lender's agents. However, Borrower shall pay the Rents to 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 to collect the Rents, and 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 C, the word "lease" shall mean "sublease" if the Security instrument is on a leasehold.

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 C, the word "lease" shall mean "sublease" if the Security instrument is on a leasehold.

582698