96841966

DEPT-01 RECORDING

135.00

- T40012 TRAN 2929 11/04/96 10:12:00
- **4-96-841966**
 - COUK COUNTY RECORDER

[Space Above This Line For Recording Date]

MORTGAGE

NORTH SIDE FEDERAL SAVINGS AND LOAN ASSOCIATION which is organized and existing under the lawy ofthe United States Of Arratica and whose address is

5157 North Clark Street - Chicago, Illinois 60840

("Lender"). Borrower owes Londer the principal sont of the princip dated the same date as this Security Instrument ("Note", which provides for monthly payments, with the full debt, if not paid

instrument secures to Londor: (a) the repayment of the debt evicenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with intenst, advanced under paragraph 7 to proteen the security of this Security Instrument; and (c) the performance of Horrower's coverants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to conder the following described property located in

LOT FLEVEN (11) BLOCK FOUR (4) IN CUYLER ADDITION TO RAVENSWOOD IN THE SOUTHEAST QUARTER (1/4) OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

permanent index #14-18-424-011-0000

BOX 333-CTI

60613 Illinois ,.....(Nip Code)

FORM 2014 8/90 (page 1 of 6 pages)

ILLINOIS-Single Family-Fannie Mac/Freddle Mac UNIFORM INSTRUMENT

Product 44713IL

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Toxicities With all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a pair of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to its this Security Instrument as the "Property."

BORROWER COVENANTS that Horcower is hawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is uncacumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

This Sections Instrument combines uniform coverants for national use and non-uniform coverants with limited variations by harballetion to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Horrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest; Prepayment and Late Charges, Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Tuxes and Insurance, Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a licu on the Property, (b) yearly leavehold payments or ground tents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, it any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in local of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage four time, collect and hold Funds in an amount under the federal Real Estate Settlement Procedures Act of 1974 as amy ided from time to time, 12 U.S.C. § 2601 of 50. ("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 faderal agency, instrumentality, or entity (including Lender, if Lander is such an institution) of any Federal flome Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding rad applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a or of the charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay 12 a rower any interest or carnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Harrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Punds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be not it by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sams 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 same 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. Chargest 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 Leader all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Leader receipts evidencing the payments.
- Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in Corting to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good fault the lien by, the lien as agreement against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement the lien; or (c) secures from the helder 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

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anreasonably 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 chause. 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 tessened. 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.

- Occupancy, Preservation, Maintenance and Protection of the Property; Berrower's Loan Application; Loanchalds. Borrower shall occupy, estal lish, 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 Londer 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 or the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Londer's good fully judgment could result in forfeiture of the Property or otherwise materially impair the lieu created by this Security Instrume a or Lender's security interest. Borrower may cure such a default and roinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a raling that, in Lender's good faith determination, precludes forfaiture of the Borrower' in least in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrowe shall also be in default if Borrower, during the loan application process, gave importally talse or inaccurate information or statements to Londor (or failed to provide Londor 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, Horrower shall comply with all the provisions of the lease. If Burrower acquires fee title to the Property, the tensohold and the fee title shall not morge unless Londer 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 here or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Londer's rights in the Property, Londer's actions may include paying any sums secured by a lien which has priority over this Security Instrument, approxing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Londer may take action under this paragraph 7, Londer does not have to do so. Any amounts disbursed by Londer under this paragraph 7 shail become additional dear of Borrower secured by this Security Instrument. Unless Borrower and Londer 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 Londer required mortgage insurance as a condition of making the low a secured by this Security Instrument, Dorrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for my reason, the murtgage insurance coverage required by Londer lapses or ceases to be in effect, Horrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, it a cost substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurance by Londer. If substantially equivalent mortgage insurance coverage is not available. Horrower shall pay to Londer each month a sum equal to one-twellth of the yearly accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer by an insurance rapinosed by Londer again becomes available and is obtained. Borrower shall pay the promiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between florrower and Lender or applicable has.
- 9. Inspection, Londor or its agent may make reasonable entries upon and inspections of the Property. Londor shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 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 London.

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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, alivided by (b) 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? I 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. Burrower Mot Telensed: Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums accured by this Security Instrument granted by Lender to any successor in interest of Horrower shall not operate to release the limitity 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 torbearance by Lender to exercising any right or remedy shall not be a walver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; John 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 is one way agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Material Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security has convent 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 parmitted limits, then: (a) any such loan charge shall be reduce I by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Botrower which exceed described limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal awad under the Note is by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment wineful any prepayment charge under the Note.
- 14. Notices. Any notice to horrower 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 horrower designates by notice to Lender. Any notice to Lender shall be given by first class that to Lender's address stated berain or any other address Lender designates by notice to Borrower. Any notice free idea for in this Security Instrument shall be defined 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 in 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 we which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note we declared to be severable.
 - 16. Borrower's Copy, Burrower shatt be given one conformed copy of the Note and of this Security Taxament.
- 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 for 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 success 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 lers 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 finits to pay these same 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 has may specify for relastatement) 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 Londer all seems which then would be due under this Security Instrument and the Note as if no neceleration 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

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Unittorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, "Londer's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue funchanged. 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

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 permptly give Lender written notice of any investigation, claim, demand, hassuit 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 ac up, knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remedie, op of any Hazordous Substance affecting the Property is necessary, Burrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in the puragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosone, other flammable or toxic petroleum products, toxic pesticides and in ricides, volatile solvents, materials containing asbestos or formuldehyde, and radicactive materials. As used in this paragraph 20, "Environmental Law" means federal law, 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) are 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 Borr, we, 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 foreriosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the defeut is not cored 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, lockuding, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all soms secured by this Security Instrument, Londor shall release this Security Instrument without charge to Borrower, Borrower shall pay any recordation costs.

23. Walver of Homestead. Borrower waives all right of homestead exemption in the I reporty.

24. Riders to this Security Instrument. If one or more riders are executed by Rosrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and sull amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security 'as' ament, (Check applicable box(es))

Adjustable Rute Rider	Condominium Rider	淘	1-4 Pamily Lidor
Graduated Payment Rider	Planned Unit Development Rider		Blweekly Payment Rider
Balloon Rider	Rate Improvement Rider		Second Home Rider
Other(s) [specify]			

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	Lillian L Winblad, currer Soc Sec # 33	ntly known as Lillian Scall
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COOK	SS:	
ciore me and is (are) known or proved	, a Notary Public in and for said county and the known as Lillian L. Stein to me to be the person(s) who, being informed acknowledged said instrument to be	of the contents of the foregoing free and voluntary act
nd deed and that Sixe	certed said instrument for the purposes and	er, their) uses therein set forth.
litness my hand and official seal th	hisday of OC	tober 1996.
ly Commission Expires: 2.20	-97. Conaine	mi enitt (SEAL)
	Christine A. Richards, Assistan	nt Secretary
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FORM 5014 9/90 (Juge to of Granges)

ILLINOIS—Single Family—Fannie Mac/Freddle Mac UNIFORM INSTRUMENT Product 44713IL 109

1894 SAF Systems and Forms, inc. • Chicago, IL. • 1-800-023-53000

1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is and this31st day of	October							
and is incorporated into and shall be deemed to amend and supplement	the Mortgage, Deed of Trust of	or Security Deed (the "Security						
Instrument") of the same date given by the undersigned (the "Borrawer") to secure Borrower's Note to								
NORTH SIDE FEDERAL SAVING AND LOAN ASSOCIAT	ION 5167 North Clark S	treet - Chicago, IL 60640						
(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:								
1825 W. Cuyler Avenue, Chicago	, IL 60613							
(Property Addres		***************************************						

- 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, panelling and attached floor coverings now or hereafter attached to the Property, all of which including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a lease, old) 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 p 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.

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 of the paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an

assignment for additional security only.

If Londer gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Londer only, to be applied to the sums secured by the Security Instrument; (ii) Londer 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 Londer or Londer's agents upon Londer's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Londer, or Londer'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) Londer, Londer's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Londer 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 Coverant 7.

Borrower represents and warrants that Eorrower 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 Borrow in However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any approprian 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.

1. CROSS-DEFAULT PROVISION. Borrower's default or trench 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.

Lillian L. Winblad currently known allowwer Lillian L. Stein (Seal)

... (5881) -Bonower