

# UNOFFICIAL COPY

96273287

DEPT-01 RECORDING \$37.00  
T0012 TRAN 0082 04/11/96 09:11:00  
#7534 # ER #-96-273287  
COOK COUNTY RECORDER

## Residential Construction Mortgage

This Residential Construction Mortgage is made this 5th day of March, 1996, between the Mortgagor, SCOTT D. MYERS AND LUVIE O. MYERS, HIS WIFE, AS JOINT TENANTS (herein "Borrower"), and the Mortgagee, Harris Trust and Savings Bank, an Illinois banking corporation whose address is 111 West Monroe Street, Chicago, Illinois 60690 (herein "Lender").

WHEREAS, Borrower and Lender have entered into a Residential Construction Loan Agreement (such agreement as the same may from time to time be amended, modified, supplemented or renewed is herein referred to as the "Loan Agreement") dated MARCH 5, 1996, pursuant to which Borrower may from time to time borrow from Lender sums for the construction of a house on the hereinafter described property in the aggregate outstanding principal balance of \$350,000.00.

WHEREAS, Borrower has executed and delivered to Lender a Promissory Note ("the Note") of even date herewith evidencing amounts outstanding under the Loan Agreement and providing for the payment of interest prior to maturity (whether by acceleration or otherwise) at a fixed rate of 9.250% per annum which starts to accrue interest on the date your loan is disbursed. All interest is computed on the basis of a year of 365 days and actual days elapsed. The maximum interest rate to be charged on the Note at any time shall not exceed 18.00% per year.

WHEREAS, all principal, interest and any other amounts due under the Note and Loan Agreement are due and payable on SEPTEMBER 15, 1996.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon and repayment of all obligations incurred pursuant to the Loan Agreement, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and performance of the covenants and agreements of Borrower contained herein and in the Loan Agreement, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of ILLINOIS:

LOT 49 IN REMY SUBDIVISION OF PARTS OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Mail to:

This Instrument was Prepared By:  
Nancy M. Schneider - 111/3E  
Harris Trust and Savings Bank  
111 West Monroe Street  
Chicago, Illinois 60603

**BOX 333-CTI**

7595273 FI C.D. Copy and Seal

3710

96273287

7595273

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

which has the address of 432 SUNSET ROAD, WINNETKA, ILLINOIS 60093 (herein "*Property Address*") and

Permanent Index Number: 05-21-414-007-0000

TOGETHER, with all the improvements now or hereafter erected on the property, all materials intended for construction, reconstruction, alteration and repairs of the improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within such improvements immediately upon delivery thereof to said real estate and all easements, rights, appurtenances, royalties, mineral, oil, and gas rights and profits, water, water rights, and water stock, and all fixtures 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 this Mortgage; and all of the foregoing, together with said property (or leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "*Property*".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that Borrower will warrant and defend generally the title to the property against all claims and demands, subject to any mortgages, declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

It is expressly understood and agreed that the indebtedness hereby secured will in no event exceed 200% of (i) the total face amount of the Note plus (ii) the total interest which may hereafter accrue under the Note on such face amount plus (iii) any fees, costs or expenses which may be payable hereunder.

COVENANTS. Borrower and Lender covenant and agree as follows:

*Section 1. Payment of Principal and Interest.* Borrower shall promptly pay when due the principal together with interest on the indebtedness evidenced by the Note, together with any fees and charges as provided in the Loan Agreement.

*Section 2. Application of Payments.* Unless applicable law provides otherwise, all payments received by Lender under the Loan Agreement and Paragraph 1 hereof shall be applied by Lender first in payment of any disbursements made by Lender pursuant to this Mortgage, then to interest, fees and charges payable pursuant to the Note and Loan Agreement, then to the principal amounts outstanding under the Note.

*Section 3. Charges; Lien.* Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any. Borrower shall, upon request of Lender, promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; *provided*, that Borrower shall not be required to discharge any such lien so long as Borrower shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof and shall deposit with the Lender such collateral security as Lender may request.

*Section 4. Hazard Insurance.* Borrower shall keep the improvements now existing or hereafter erected on the Property insured as provided in the Loan Agreement.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payments due under the Loan Agreement, or change the amount of such payment. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

*Section 5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.* Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with provisions of any lease if this Mortgage is on leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were part hereof.

*Section 6. Protection of Lender's Security.* If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, any proceeding brought by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, the Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this Paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from date of disbursement at the rate payable from time to time on outstanding principal under the Note. Nothing contained in this Paragraph 6 shall require Lender to incur any expense or take any action hereunder.

*Section 7. Inspection.* Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any inspection specifying reasonable cause therefor related to Lender's interest in Property.

*Section 8. Condemnation.* The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total or partial taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

96273287

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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 such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment due under the Loan Agreement or change the amount of such payment.

*Section 9. Borrower Not Released.* Extension of the time for payment or modification of any other term of the Note, Loan Agreement or this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify any term of the Note, Loan Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

*Section 10. Forbearance by Lender Not a Waiver.* Any forbearance by Lender in exercising any right or remedy under the Loan Agreement or hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

*Section 11. Remedies Cumulative.* All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

*Section 12. Successors and Assigns Bound; Joint and Several Liability; Captions.* The covenants and agreements herein contained shall bind and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of the mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

*Section 13. Notice.* Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail, addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

*Section 14. Governing Law; Severability.* This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of the Mortgage, Note or the Loan Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage, the Note or the Loan Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage, Note and the Loan Agreement are declared to be severable.

*Section 15. Borrower's Copy.* Borrower shall be furnished a conformed copy of this Mortgage at the time of execution or after recordation hereof.

96273287

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

*Section 16. Transfer of the Property; Assumption.* If all or any part of the Property or an interest therein is sold, transferred or conveyed by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances or (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

*Section 17. Acceleration; Remedies.* Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, the Note or the Loan Agreement, including the covenants to pay when due any sums secured by this Mortgage or upon the occurrence of an event of default under the Loan Agreement, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, and/or may terminate the availability of loans under the Loan Agreement and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

*Section 18. Assignment of Rents; Appointment of Receiver; Lender in Possession.* As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 17 hereof or abandonment of the property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 17 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account for those rents actually received.

*Section 19. 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 19, "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 19, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

*Section 20. Release.* Upon payment of all sums secured by this Mortgage and termination of the Loan Agreement, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

*Section 21. Waiver of Homestead.* Borrower hereby waives all rights of homestead exemption in the Property.

*Section 22. Waiver of Right of Redemption.* To the extent permitted by applicable law, Borrower waives any and all rights of redemption from sale under any order or decree of foreclosure on behalf of Borrower and each and every person acquiring any interest in, or title to the Property subsequent to the date of this Mortgage and on behalf of all other persons to the extent permitted by applicable law.

*Section 23. Mortgage Constitutes Construction Mortgage.* This Mortgage secures an obligation for the construction of improvements on the Property, constitutes a construction mortgage for purpose of Article Nine of the Uniform Commercial Code of Illinois and is entitled to all benefits afforded construction mortgages thereunder.

*Section 24. Compliance with Residential Construction Loan Agreement.* Borrower will abide by and comply with and be governed and restricted by all of the terms, covenants, provisions, restrictions and agreements contained in the Loan Agreement, and in each and every supplement thereto or amendment thereof which may at any time or from time to time be executed and delivered by the parties thereto or their successors and assigns.

*Section 25. Provisions of Residential Construction Agreement.* The proceeds of the Note are to be disbursed by the Lender in accordance with the terms contained in the Loan Agreement, the provisions of which are incorporated herein by reference to the same extent as if fully set forth herein. Borrower covenants that any and all monetary disbursements made in accord with the Loan Agreement shall constitute adequate consideration to Borrower for the enforceability of this Mortgage and the Note, and that all advances and indebtedness arising and accruing under the Loan Agreement from time to time, whether or not the total amount thereof may exceed the face amount of the Note, shall be secured by this Mortgage. Upon default in any of the terms, provisions or covenants in the Loan Agreement contained, which default is not cured within the time permitted by this Loan Agreement, the Lender may (but need not): (i) declare the entire principal indebtedness and interest thereon due and payable and pursue all other remedies by this Mortgage conferred upon Lender by law as in the case of default; or (ii) complete the construction of said improvements and enter into the necessary contracts therefor. All monies so expended shall be so much additional indebtedness secured by this Mortgage, and any monies expended in excess of the Note, shall be payable on demand with interest at the post maturity rate applicable under the Note. Lender may exercise either or both of the aforesaid remedies. The provisions, rights, powers and remedies contained in the Loan Agreement are in addition to, and not in substitution for, those contained herein.

96273287

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Scott D. Myers  
 SCOTT D. MYERS  
Luvie O. Myers  
 LUVIE O. MYERS

STATE OF Illinois )  
 COUNTY OF Cook ) SS

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that, **SCOTT D. MYERS AND LUVIE O. MYERS**, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as free and voluntary act, for uses and purposes therein set forth.

Given under my hand and notarial seal, his 12<sup>th</sup> day of March, 1996.

Daniel R. Berger  
 Notary Public

(SEAL)  
 My Commission Expires: 4/25/99

“OFFICIAL SEAL”  
 Daniel R. Berger  
 Notary Public, State of Illinois  
 My Commission Expires 04/25/99

96273287

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 5th day of March, 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

Harris Trust and Savings Bank

(the "Lender")

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

432 Sunset Road, Winnetka, Illinois 60093

[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, 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 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.

MULTISTATE 1 - 4 FAMILY RIDER - Fannie Mae/Freddie Mac Uniform Instrument

Form 3170 3/93

 57 19304101

VMP MORTGAGE FORMS (800)521-7291

 Printed on Recycled Paper



96273287

7595273

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

*Handwritten signature of Luvié O. Myers*

*Handwritten signature of Scott D. Myers*

Family Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 permitted by the Security Instrument.

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.

**1. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full. Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take possession of, or perform any act that would prevent Lender from exercising its rights under this paragraph.

Borrower represents and warrants that Borrower has no 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. Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7. 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 to cover the costs of taking control of and managing the Property and of collecting the Rents are not sufficient to cover the costs of taking control of and managing the Property as to the inadequacy of the Property as security.

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

are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower 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.

96273287