WHEN RECORDED MAIL TO

SECOND FEDERAL SAVINGS AND LOAN ASSN 3950 WEST 26TE STREET

CHICAGO ILLINOIS 60623

Loan Number : 04-97-1-27 43503-

DESTAGE FENALTY

\$32.00

SPACE ABOVE THIS LINE FOR RECORDING DATA

MORTGAGE

THIS MORTGAGE (Security Instrument) is given on June 3, 1997.
The mortgagor is RAIFCH OFTEGA, MARRIED TO MARIA ELENA ORTEGA

("Borrower"). This Security Instrument is given to

SECOND FEDERAL SAVINGS AND LOAN ASSN

which is organized and existing under the lass of UNITED STATES OF AMERICA, and whose address is 3960 WEST 26TH STREET, CHICAGO, ILLICON 60623

(Lender). Buttower ones Lender the principal sum of FIFTY-NIME TECUSAND FOUR HUNDRED DULLARS AND 00/100

Dollars (USS 59,400.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument (Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on June 5, 2012. This Security Instrument secures to Leadert (a) the repayment of the debt evidenced by the Note, 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 Leader the following described property located in

STATE OF ILLINOIS, COOK

County, Illinoise

LOT 33 IN HULBERTS RESUBDIVISION OF BLOCK 56 IN CHICAGO UNIVERSITY SUBDIVISION IN SECTION 7. TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIR PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX TAX #20 07 224 036 VOL 416

which has the address of

5038 S WINCHESTER

CHICAGO

Illinois

60609

CProperty Address R

Zip Code

ILLINOIS-Single Family-Famile Mac/Freddie Mac UNIFORM INSTRUMENT

Form 3014 990

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TOGETHER WITH all the improvements now or bereafter to ted of the purpley and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, 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 SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower 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.

Lender on the day monthly payments are due under the Nete, 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 lieu on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any, (e) yearly mortgage are rance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, if, her of the payment of mortgage insurance premiums. These stems are called "Escrew Items," Leader may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrew account under the federal Real Estate Sendement Procedures Act of 1974 as amended from time to time, 12 1/S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount of Funds due on the sexis of current data and reasonable estimates of expenditures of future Escrew Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution of the deposits are insured by a federal agency, instrumentality, or extity shelding Lender, if Lender is such an institution) or in any Few rat Home Loan Bank. Lender shall apply the Funds to pay the extrositents. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the extrositents. Lender may require Borrower interest or the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time rate ge for an independent real estate tax reporting service used by Lender in connection with this foan, 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 Formwer any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds Lender shall give to Borrower, 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 Funds are pledged as additional security for all supes secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by a promble haw, 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 heurs when due, Lender may so notify Borrower in oriting, 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 tall of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. It under paragraph 21, Lender shall acquire or sell the Property, Lender, paint to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Ler en under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts pay of under paragraph 2; third, to interest due; routh, 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 Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

5. Hazard or Property Insurance. Burrower 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 currier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be emeasurably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lander's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

Unless Lender and Borrower otherwise agree in writing, insurance process shall be applied to instantion or repair of the Property damaged, if the instantion or repair is committally feasible and Lender's security is not lessened. If the restoration is required 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 cases paid to Borrower. If Berrower alundons the Property, or does not answer within 30 days a nature from Lender that the insurance currier 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 Limiter and Burgare wherease agree in writing, any application of proceeds to principal shall not extend in postpose the due of the monthly currents referred to in paragraphs I and 2 or change the amount of the paragraph if index paragraphs in acquired by I maker. Bornward right to any insurance policies and proceeds resulting from distance to the Property prior to the acquired in visit to the extent of the same secured by this Security liestimisent immunitately prior to the acquiretion.

- 6. Occupancy. Preservation, Maintenance and Protection of the Property: Burrower's Loan Application: Leaseholds. Borrower shall occupy, establish, and use the Property is Remover's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Corporty as Borrower's principal residence for at least one year after the date of occupancy, unless Lender etherwise agrees in unitag which consert shall not be immeasurably withheld, or unless externating circumstances cost which are beyond Borrower's doning Borrower shall not destroy, dissage or impair the Property, allow the Property to deteriorate, or commit waste on the Property Borrower shall be in default if any furferinge action or proceeding. whether civil or criminal, is begin that in London's good is its pulgrama could result in birtenure of the Property or otherwise materially impair the first created by this Security Instrument or Lender's occurity interest. Borrower may care such a default and remetate, as provided in paragraph 18, by causing the action or projecting to be dismissed with a culing that, in Lember's good faith determination, preciodes forfeiture of the Borower's interess in the Property or other material impairment of the lien crassed by this Security Instrument or Lensler's security interest. Berrown shall also be in default if Borrower, during the barn amplication process, gave materially false or measurate information or statements to Labelet or failed to provide Lander with any material information in connection with the Joan evidenced by the Note, including, but an limited to, representations concerning Resource's occupancy of the Property as a principal residence. If this Security Instrument is on a leasefuld, Borrower shall comply with all the provisions of the lease. If Berrower acquires fee title to the Property, the leasehold and the fee title shall not merge tailess lander agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Boromer fails to perform the constraint 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 bankrupter, 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 accomers fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7. Lender does not over to do so.

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

- 8. Martinge Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument. Berrower 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 obtain coverage substantially 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 insure approved by Lender. If substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and return these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums 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 Borrower and Lender or applicable law.
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Betrewer notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
 - 10 Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any Single Family Famile Mae Freddie Mae UNIFORM INSTRUMENT Uniform Covenants 9/90 (page 3 of 6 pages)

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

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 crosss 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 aromalisately before the taking, unless Borrower and Lumber 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 same secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking unless Borrower and Lender otherwise agree in writing or indess 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 abundreed by Borrower, or if, after rectice by Lender to Borrower that the condemnar offices to crake in award or settle a claim for demages. Borrower has to respond to Lender within 30 days after the date the notice is given. Lender is enthermed to collect and along the proceeds, at its option, either to restoration or repair of the Property or to the same secured by this Security instrument, whether or not their due.

Unless Lender and Bernows, elserwise again in unting any application of proceeds to principal shall not everal or prospore the due date on the monthly payments befored to in paragraphs I and I or change the amount of such payments.

- 11. Borower Not Released: For extract by Lender Not a Waiter. Extension of the time for payment or modification of amortization of the same secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the hability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commone proceedings against any successor in morres' or refuse to extend time for payment or otherwise modify amortization of the same secured by the Security Instrument by course of any demand made by the original Borrower's accessors in interest. Any forbearance by Lender in overcising any right of remarks shall not be a worder of or preclude the evercise of any right or remarks.
- 12. Somessors and Assigns Bound: Joint and Several Linking. Co-signers. The envenants and agreements of this Security Instrument shall bird and benefit the successors and assigns of Londer and Borrower, subject to the provisions of paragraph 17. Borrower's communic 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 tasker the terms of this Security Instrument (b) is not personally obligated to pay the same secured by this Security Instrument and (c) agrees that Londer and any other Borrower may agree to extend, modify, forbear or make any agreement with regard to the terms of this Security Instrument or the Note without that Portower's consent.
- 13. Loss Charges. If the ioun secured by this Security Instrument is subject to be an which sets maximum from charges, and that have a firstly interpreted so that the interest or other from charges collected on to be collected in connection with the trans exceeds the permitted limits, there is any such from charge shall be reduced by the amount necessary to reduce the charge to the permitted limits and its any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal could under the Note or by making a unit of payment to Borrower. If a refund reduces principal, the refundation will be treated as a partial prepayment without any prepayment of any under the Note.
- 14. Notices. Any motion to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable last requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lunder. Any notice to Lunder shall be given by first class mail to Lunder's address stated brown or any other address Lunder designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lunder 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 prisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note which can be given effect without the 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 and Borrower is not a natural person) without Lender's prior written consent. Lender may, at its option, required 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 descontinued at any time prior to the earlier of (a) S days (or such other period as applicable law may

Single Family - Finnie MacFreddie Mac UNIFORM INSTRUMENT - Uniform Coverants 990 (page 4 of 6 pages)

specify for reinstatement) before sale of the papert, parsant along potent of sale continued in his 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 towerants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to teasonable 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 because 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.

30. Hazardous Substances. Borrower shall not cause or permut the presence, use, disposal, storage, or release of any Hazardous Substances on or it the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any findironmental Law. The preceding two sentences shall not apply to the presence, use, or atorage 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, closm, demand, lawsint or other action by any governmental or regulatory agency or pricing party involving the Property and any Hazordom Substance or Environmental Law of which Borrower has actual knowledge, if Lo rower learns, or is notified by any governmental or regulatory autitority, that any removal or other remediation of any Hazordom Substance affecting the Property is necessary. Borrower shall promptly take all accessary remedial actions in accordance with Er sin mental Law.

As used in this paragraph 20, "Hazardous Salestanoes" are those substances defined as took or hazardous substances by Environmental Law and the following substances: (asolite, kerosene, other thanmable or took petroleum products, took pestudies and herbridge, volutile substances materials cross-using asbestos or formuldebyde, and radioactive materials. As used in this paragraph 29, "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 faither opponant and agree as follows:

21. Acceleration: Remedies. Lender shall give notice to Borrover prior to acceleration following Borrower's breach of any covernor or agreement in this Security Instrument that not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to core the default; (c) a date, not tess than 30 days from the date the notice is given to Borrower, by which the default more or cored; and (d) that failure to core 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 assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cored on or before the date specified in the notice, Lender at its option may require immediate payment in full of all soms secured by this Security Instrument without in the remedies provided in this paragraph 21, including, buy not limited to, attorneys' fees and costs of title evidence.

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

23. Waire of Homestead. Burrower waives all right of homestead exemption in the Property.

UNOFFICIAL COPY 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this

Security Instrument, the covenants and agreen the covenants and agreements of this Security: [Check applicable butiess]	nents of each such rider shall be incorpora Instrument as if the rider(s) were a part of	ted into and shall amend and supplement this Security Instrument.
Adjustable Rate Rider	Condominium Rider	XX 1-4 Family Rider
Graduated Payment Rider	Planned Umt Development Rider	Biweekly Payment Rider
Ballour Rider	Rate Improvement Rider	Second Home Rider
Otheris) [spediii]		
BY SIGNING BELOW, betrower accepts any rider(s) executed by Sorrower and recorde		stained in this Security Fastnament and in
Witnessert	27/18	
. 2	RAMON ORTEGA	-Borrows
C	Durch Al C-	Tora
	MARIA ELENA ORTEGA.	STONENG NOT AS A CO-Borrower
	HAIVING ANY AND ALL PROPERTY	Y FOR THE PERPOSE OF HOMESTEAD AND MARITAL
STATE OF ILLINOIS.	Cook	_
the undersigned		Public in and for said county and state,
do hereby certify that RAMON ORTEGA	AND MARIA ELENA ORTEGA, HUSBA	
. person	ully known to me to be the same persons	
subscribed to the foregoing instrument, appeare	ed betore me this day in person, and acknow	kinged that they signed
and delivered the said instrument as	ir free and voluntary a	ct, for the vices and purposes therein set
(orth.		0/5/5
Given under my hand and official scal,	this 3rd day of June	, 1997
My Commission expires: 5-13-98	Flicteth & 1	an .
and the second second	me /	Noticey Public
OFFICIAL SEAL	AP:	
AGATHA J. STEVINE		
(Name)		
3960 WEST 26TH STREET		
(Address) CHICLGO, ILLINOIS 60623		

97422364

UNOFFICIAL COPY

1-4 FAMILY RIDER Assignment of Rents

Lean Wieber : 04-97-1-27/43505-5

THIS 1-4 FAMil." BIDER is made this 3rd day of June 1997 and is improporated 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

SECOND FEDERAL SAVINGS AND LOAN ASSN

(the "Lander")

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

5038 S WINCHESTER, CHICAGO, IL 60609

[Property Address]

- 14 FAMILY COVENANTS. In addition to the expensions and agreements made in the Security Instrument. Borrower and Lender further covenant and agree as leaf-us:
- A ADDITIONAL PROPERTY SUBJECT TO THE SI CULITY 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 entinguishing apparatus, security and cross control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awangs, storm windows, storm doors, screens, blinds, shades, curtains, and curtain cods, 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 Frintal 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. Corrower 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 bazards for which insurance is required by Uniform Covenant 5.
 - E. BORROWER'S RIGHT TO REINSTATE DELETED. Uniform Covenant 18 is deleted.

MULTISTATE 14 FAMILY RIDER - Frame Vac Fordin Vac Uniform Instances

Form 3170 970 (page 1 of 2 pages)

Substant ITEM 1790 (9410)

- 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, Borrover 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 tents 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, John over shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and; (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of beach to Borrower. (i) all Rents received by Borrower shall be held by Borrower as irustee for the benefit of Lender orly, to be applied to the sums secured by the Security Instrument; (a) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and varied to Lender of Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides of between all Rents collected by Lender of Lender's agents shall be applied first to the crests of taking control of and managing the Property and collecting the Rents, including, but not limited to automety's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, incurance premiums, takes, assessments and other charges (ii) h. Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to take a receiver appointed to take possession of and manage the Property and collect the Rents and profits democal 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 cose of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising us σ_{ij} as 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 Botrover. Powever, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not come or waive any default or invalidate any other right or remedy of Lender. This comment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in 6-11

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 and 2 of this 1-4 Family Rider.

Butto	(Seal)	ma Cena Catego	(Seal)
RAMON ORTEGA	Borrower	MARÍA ELENA ORTEGA, SIGNING NOT A	9 -Bostower
		A CO-MORIGAGOR BUT SOLELY FOR THE	PURPOSE OF
	(Seal)	MAIVING ANY AND ALL HOMESTEAD AND	MART(Sarl)
-1	Bottoset	RICHTS	-Borrower