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BOX 370

RECORD AND RETURN TO:
CHALLENGE MORTGAGE CORPORATION

1 OAK HILL CENTER
WESTMONT, ILLINOIS 60559

Prepared by
SHEILA HOULTRAM
WESTMONT, IL 60559

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

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 4, 1997** The mortgagor is
JEN PATTERSON, MARRIED

("Borrower"). This Security Instrument is given to
CHALLENGE MORTGAGE CORPORATION

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose
address is **1 OAK HILL CENTER
WESTMONT, ILLINOIS 60559** ("Lender"). Borrower owes Lender the principal sum of
FOURTY TWO THOUSAND TWO HUNDRED FIFTY AND 00/100

Dollars (U.S.\$ 42,250.00).

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 **OCTOBER 1, 2012**.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK** County, Illinois:

**LOT 47 IN MESERVY'S SUBDIVISION OF THAT PART OF THE EAST 2 3/4'S OF THE
EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE
13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF CHICAGO,
BURLINGTON AND QUINCY RAILROAD OF CHICAGO, IN THE COUNTY OF COOK AND
STATE OF ILLINOIS.**

ATGF, INC

Parcel ID # **16-27-205-043-0000**
which has the address of **4100 WEST OGDEN AVENUE, CHICAGO**
Illinois **60623** (Zip Code) ("Property Address").

(Street, City)

**ILLINOIS-Single Family-FNMA FHLMC UNIFORM
INSTRUMENT Form 3014 9-90
Amended 8-96**

6RIL 96

FBI

FMP MORTGAGE FORMS - P.O. 521-7291

DPS 1089

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payee or a holder of the obligation secured by the lien in a manner acceptable to Lender, (b) consents in good faith to the transfer of the security interest in the instrument to Lender, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to the assignment of the lease, or (d) secures from the holder of the lien an agreement satisfactory to Lender releasing the lien to its security instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over

3. **Charges; Lenses.** Borrower shall pay all taxes, assessments, charges, lenses and impositions attributable to the Property which may affect the value of this Security instrument, and leasehold payments of ground rents, if any. Borrower shall pay those obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them 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.

third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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 preparation charges due under the Note; second, to amounts payable under paragraph 2;

(upon payment of security deposited, or tendered, as above described).

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower shall pay to Lender the amount necessary to make up the deficiency. Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than three days after receipt of such notice.

The Funds shall be held in an account whose deposits are insured by a Federal agency, instrumentalities, or entities including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the escrow items, Lender may not charge Borrower for holding and applying the Funds, annually, usually using the escrow account, or certifying the Escrow items, unless Lender pays his or her interest on the Funds and applies the funds to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate service used by Lender in connection with his 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 Borrower any interest or earnings on the Funds, whether or not Lender may agree to withdraw, however, that interest shall be paid on the Funds and the purpose for which each Borrower and Lender may agree to withdraw, however, that interest shall be paid on the Funds, Lender shall give to Borrower, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each Lender to the funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

principal of and interest on the debt evidenced by the Note and any preparation and late charges due under the Note.

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

THIS SECURITY ASSISTANT combines uniform guarantees for rational use and non-uniform covariances with limited variances by insuring a minimum security instrument covering real property.

BORGARD FER CO. FNA 13 that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage.

TOOCHIEK WITH all the improvements now or hereafter effected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All improvements and additons shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".

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

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

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

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

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

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

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

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

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

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13. **Loan Charges.** If the loan secured by this security instrument is subject to a law which sets maximum loan charges, and if a law is finally implemented so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge loan charged the permitted limits; then: (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any penalty to Borrower.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The successors and assignees of this Security Instrument shall bind and benefit by the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's successors and assigns shall be joint and several. Any Borrower who co-signs this Security Instrument shall bind and benefit by the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's co-signers and agreeements shall be joint and several. Any Borrower who co-signs this Security Instrument shall bind and benefit by the successors and assigns of Lender and Borrower, subject to the terms of this Security Instrument under the heading "Successors and Assigns".

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Property is abandoned by Borrower etc., or if, after notice by Lender to Borrower that the condemnor offers to make an award of 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 his option, either to restoration or repair of the Property or to the sums

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 the same accrued by this Security Instrument whether or not the sums are then due.

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 [redacted]

Borrower will notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. **Inspeciton**, Lender or his agent may make reasonable entries upon and inspectioins of the Property. Lender shall give instance and in accordance with any written agreement between Borrower and Lender or applicable law.

obtain coverage subsequently equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the premium required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage coverage ceases.

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

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

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

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

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

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

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

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

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

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

NON-UNIFORM COVENANTS

Borrower and Lender further covenant and agree as follows:

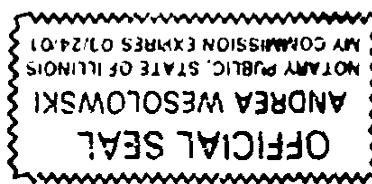
21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

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DPS 1094

WAD-6R(11) 9408 P-29 6-07-6

Form 3014 9:90



I, DON PATTERSON, MARRIED, a Notary Public in and for said County and State do hereby certify that I have under my hand and official seal, this day of SEPTEMBER, 1997, signed and delivered the said instrument, as HHS/HEC free and voluntary act, for the uses and purposes herein set forth, subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the person(s) whose name(s) is/are personally known to me to be the same person(s), whose name(s)

My Commission Expires:

1. **STATE OF ILLINOIS, COOK COUNTY, IL, THE URGENT ACT**
a Notary Public in and for said County and State do hereby certify that I have under my hand and official seal, this day of SEPTEMBER, 1997, signed and delivered the said instrument, as HHS/HEC free and voluntary act, for the uses and purposes herein set forth, subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the person(s) whose name(s) is/are personally known to me to be the same person(s), whose name(s)

2. **WITNESSES**
By signing below, Borrower agrees to the terms and covenants contained in this Security Instrument and in any (riders) executed by Borrower and recorded with it.
Borrower _____ (Seal)
Borrower _____ (Seal)
Borrower _____ (Seal)
Borrower _____ (Seal)

3. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the (riders) were a part of this Security Instrument.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any (riders) executed by Borrower and recorded with it.

4. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.
Without charge to Borrower, Lessor paid out of all sums secured by this Security Instrument, Lender shall release this Security Instrument.
22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.
23. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.
Without charge to Borrower, Borrower shall pay any recordation costs.
24. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the (riders) were a part of this Security Instrument.
25. **Remedies.** Lender shall record in full 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 or before the date specified in the notice. Lender, at his option, may require immediate payment in full of all sums or before the date of a default or any other default of Borrower to accelerate and foreclose. If the default is not cured on the date specified in the notice, Lender shall proceed to repossess after acceleration and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the same secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further state failure to cure the default on or before the date specified in the notice may result in acceleration of the sum secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further state failure to cure the default on or before the date the notice is given to Borrower, by which time the default must be cured; and (c) a date, not less than 30 days from the date the notice is given to Borrower, by which time the default must be cured; and (d) a date, not less than 30 days from the date the notice is given to Borrower, by which time the default must be cured;

applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

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1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 4TH day of SEPTEMBER, 1997, 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

CHALLENGE MORTGAGE CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at
4100 WEST OGREN AVENUE, CHICAGO, ILLINOIS 60623

Property Address:

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property".

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

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(Seal) *Bottomeir* *Bottomeir* *Bottomeir*
(Seal) *Bottomeir* *Bottomeir* *Bottomeir*
(Seal) *Bottomeir* *Bottomeir* *Bottomeir*

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

I. CROSS-DEFALT PROVISIONS

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of, or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Lender, or Lender's agents or a judicially appointed receiver, may do so to enter upon, take 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 retain all the sums secured by the Security instrument paid in full.

Borrower repudiates and warrants that Borrower has not exercised any prior assignment of the Rems and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing it, the Proprietor 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 given to Lender in accordance with the terms of the Agreement.

If Borrower gives notice of breach to Borrower; (i) all Rents received by Borrower shall be held by Lender as in the event of Lender's death or incapacity to receive Rents due and unpaid to Lender or Lender's assignee upon Lender's written demand to the Proprietor, shall pay all Rents due and unpaid to Lender or Lender's assignee upon Lender's written demand to the Proprietor, unless applicable law provides otherwise, all Rents collected by Lender or Lender's assignee shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, and then to the costs of recovering the Rents, fees, premiums on receiver's bonds, and including, but not limited to, attorney's fees, receiver's fees, premium fees, and collection expenses, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument, (ii) Borrower agrees that each Lender shall be entitled to collect all of the Rents of the Property, (iii) Borrower agrees that each Lender shall be entitled to collect all of the Rents due and payable to Lender or Lender's assignee upon Lender's written demand to the Proprietor, unless applicable law provides otherwise, all Rents collected by Lender or Lender's assignee shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, and then to the costs of recovering the Rents, fees, premiums on receiver's bonds, and including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, and collection expenses, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument, (iv) Lender's rights under this Agreement shall not be affected by the insolvency, bankruptcy, receivership, or other legal proceeding of Borrower, and Lender shall be entitled to receive payment of the Rents and profits derived from the property without any showing as to the inadequacy of the Property as security.