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RECORD AND RETURN TO:  
PRIORITY MORTGAGE COMPANY

3801 WEST DEVON-SUITE 7  
CHICAGO, ILLINOIS 60659

Prepared by:  
BENJAMIN TROY  
CHICAGO, IL 60659

427299

CORR P.C.  
RE  
JES  
BRIGGS

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 21, 1997 . The mortgagor is EDGAR R. DUNGO, A SINGLE PERSON AND RODOLFO DUNGO AND VIRGINIA RODRIGUEZ DUNGO, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to PRIORITY MORTGAGE COMPANY

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is 3601 WEST DEVON-SUITE 7 CHICAGO, ILLINOIS 60659 (Lender). Borrower owes Lender the principal sum of TWO HUNDRED TWO THOUSAND AND 00/100

Dollars (U.S. \$ 202,000.00 ).

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 NOVEMBER 1, 2027 . 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 59 IN BLOCK 1 IN BUCKINGHAM'S SUBDIVISION OF BLOCK 4 IN PARTITION OF THE NORTH 3/4 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

14-20-419-024-0000

Parcel ID #:

which has the address of 841 WEST ROSCOE , CHICAGO

Illinois 60657

Zip Code ("Property Address"):

Street, City .

8P

ILLINOIS Single Family-FNMA/FHLMC UNIFORM

Note: ED RD INSTRUMENT Form 3014 9.90

Amended 8/96

GRILL 1990

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WMP MORTGAGE FORMS - 800 621-7291

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06/6 Form 304

Digitized by srujanika@gmail.com

Power shall promptly advise any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (b) contacts in good faith the Lien holder or (c) secures from the holder of the lien an agreement satisfactory to Lender to prevent the enforcement of the lien; or (d) secures from the holder of the lien in a manner acceptable to Lender determines that any part of the Property is subject to a lien which may alienate priority over this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may alienate priority over this Security Instrument, Lender shall notify Borrower of the fact and Lender shall have the right to require Borrower to pay all amounts due under this Agreement and to take such action as Lender deems necessary to protect Lender's interest in the Property.

d. **Charges:** Lien. 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 debts; judgments 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.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Upon payment in full of all sums secured by this Security Instrument, Lender shall irrevocably refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit, against the sums secured by this Security Instrument.

If the Funds held by Lennder exceed the amounts permitted to be held by applicable law, Lennder shall account to Borrower for the excess Funds in accordance with the requirements of applicable law, Lennder shall account to Borrower for the excess Funds held by Lennder exceeding the amounts necessary to make up the deficiency. Lennder may so notify Borrower in writing, and, in such case Borrower shall pay to Lennder the amount necessary to make up the deficiency. Lennder's sole discretion.

The Funds shall be held in an account whose deposits are insured by a federal agency, instrumentality, or entity (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 Escrow and applying the Funds, unusually analyzing the escrow account, verifying the Escrow items, unless Lender pays Go to cover interests on the Funds and applying the Funds to the escrow account, a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate law reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds borrowed and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower without charge, an annual accountings 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 sums secured by this Security instrument.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgagage premiums. These items are called "Escrow Items" under may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a related mortgage loan may acquire for Borrower's account under the Escrow Act.

1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. (RESPA), unless otherwise law shall apply to the lesser amount, if so. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future loans or otherwise in accordance with applicable law.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants which may be required by state or local law.

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage and will defend such title to the Purchaser against all persons claiming by or through him, and will defend such title to the Purchaser against all persons claiming by or through him, except for encumbrances of record. Borrower waives

SECTION 11.11 THE IMPROVEMENTS NOW OR HEREAFTER ERECTED ON THE PROPERTY, AND ALL EXTENSIONS, APPURTENANCES, FIXTURES NOW OR HEREAFTER A PART OF THE PROPERTY, AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECTION.

TOGETHER WITH THE 42/1289

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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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(4) numbers, any notice to Borrower provided for in this security instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Properly Address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be 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 prepayment charge under the Note.

12. Successors and assigns bound; joint and several liability; no-signers. The covenants and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument shall be liable to Lender and any other Borrower for the amounts due under this Note.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to release the liability of the original Borrower or Borrower's successors in interest if Lender in its discretion believes that such action would impair its security interest in the property or otherwise prejudice Lender's rights under this instrument.

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

If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condominium fees to make an award of title 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 of its option, either to restoration or repair of the Property or to the sum awarded by this Security Instrument which ever is the lesser.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to [landlord].

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

Insurancce ends in accordance with any written agreement between Borrower and Lender or applicable law.

option to Borrower of the mortgage insurance previously in effect, from an alternative mortgage insurer approved by Lender. If subsequently equivalent to the cost to Borrower shall pay for one-twelfth of the yearly 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 is suspended or ceased to be in effect. Lender will accept, use and retain 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 becomes available and is obtained. Borrower shall pay premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends or is discontinued which ever occurs first.

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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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## 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 21ST day of OCTOBER, 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

PRIORITY MORTGAGE COMPANY

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:  
841 WEST ROSCOE, CHICAGO, ILLINOIS 60657

[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 door 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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Borrower \_\_\_\_\_  
(Seal)

Borrower, VIRENTIA BOARDHOUSE DUNNO  
\_\_\_\_\_  
(Seal)

Borrower RODDOLFO DUONO  
(Seal) *Rodolfo Duono*

Borrower EZEKIEL R. DUONO  
(Seal) *Ezekiel R. Duono*

Family Rider.  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this I-A  
remedies permitted by the Security Instrument.

which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the  
medies permitted by the Security Instrument.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in  
control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or  
Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take  
appraisal of Rents of the Property shall not cure of waive any default received by the Security Instrument are  
Leender's agents or a judicially appointed receiver, may do so at any time; when a default occurs. Any  
application of Rents shall not cure of waive any default or invalidity of Lender; or remedy of Lender. This  
paid in full.

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 its rights under this paragraph.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the  
Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness  
of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

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

The Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute  
debt pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that  
Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of  
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 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  
H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.

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.

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