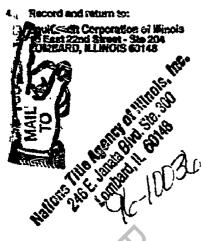
JNOFFICIAL COP



97032609

DEPT-01 RECORDING \$33. T#0011 TRAN 5151 01/15/97 13:09:55

\$1866 \$ KP #-97-032609

COOK COUNTY RECORDER

MORTGAGE

Loan Number: 4503767

THIS MORTGAGE is made this	13th	d ay of	January 1997	, between the
Mortgagor, MARY ANN WELL SA WIDOW H		ARRIED AND LINNIE HENDE	RSON A WIDOW NOT SIN	CE REMARRIED.IN PRETEIN
"Borrower"), and the Municipace,E				,
	The second second	a corporation one	mized and existing u	nder the laws of Illinois
whose address is 10 East 22 ad S	treet - Ste 204	LOMBARD. ILLINOIS	_	
(herein "Lender").)x			261
Whereas, Borrower is indebted to	Less a in th	e principal sum of U.S.	\$ 34,723,00	250
which indebtedness is evidenced by Bor	rower's note	dated January 13, 1997	,	and extensions
and renewals thereof (herein "Note"),				est, with the balance of
indebtedness, if not sooner paid, due an				•
. ,	• •			,
To Secure to Lender the repayment	of the indebt	edness evidenced by the	Note, with interest the	reon; the payment of all
other sums, with interest thereon, adv				
performance of the covenants and agree				
convey to Leader, the following describ				, State
of Illinois:				
LOT 16 IN BLOCK 2 IN SAWYER' KENSINGTON IN SECTION 22, TO PRINCIPAL MERIDIAN, IN COOL	OWNSHIP 37	NORTH, RANGE 14, È		
P.I.N. 25-22-310-629			τ_{c}	
**JOINT TENANCY			0.	
) C-
•			•	Sico Co
the headers of the second		•	# # ##################################	aran ku
which has the address of 130 E 1177	HPLACE		LTECAGO.	

Together with all see improvements now or hereafter excited on the property, and all excellents. Infine, apparaments and rents, all of which shall be deemed to be and remain a part of the property covered by this Managage, and all of the foregoing, together with said property (or the leasthold extent of the Marsters or on a leasthold) are leasthold with the as the "Property."

[Street, Caty, State, Zap Code]

ALTER PROPERTY Address").

-2-

Borrièves covenants that Borrower is lawfully seized of the entate hereby conveyed and has the right to mentgage, grant and controy the Property, and that the Property is unexcambered, except for encumbrances of record. Borrower covenants that Berrower warrants and will defined generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

- 1. Payment of Principal and Interest; Prepayment and Day Magrees. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment, late charges and other charges due under the Note.
- 2. Familis for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender so the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a stan (heisin "Fanda") equal to one-twelfth of the yearly taxes and assessments (including condominism and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for acceptage assessment, if (a), all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable vair uses thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Under, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Foderal or the agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, answered premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable is a permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage for interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or tearnings on the Funds. Lender shall give to Somower, without charge, an annual accounting of the Funds she planted as additional security for the sums excured by this Mortgage.

If the propert of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the dates of time, assessments, insurance premiums and ground rents, well exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either property rapeid to Borrower or crokerd to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender that be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower thall pay to Lender any associal necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all states secured by this Mortgage, Lender shall promptly minut to Borrower any Funds held by Lender. If eacher paragraph 17 kereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, so later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments receive the Lender under the Hote and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower sadar paragraphs 2 hereof, then to interest payable on the Note, and then to the principal of the Note.
- 4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's coverants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other chergis. Sees and impositions attributable to the Property ("Property Taxes") which may attain a priority over this blestgage, and leadeded payments or ground resits, if any. In the event Borrower fails to pay any due and payable Property Taxes, Leader sary, in its tole discretion, pay such charges and add the amounts thereof to the principal amount of the loan secured by the Security Instruments on which interest shall accrue at the contract rate set forth in the Note.
- 5. Howeve Personne. Becomer shall keep the improvements now existing or hereafter erected on the Property itemed against less by fire, becards included within the term "extended coverage", and such other hazards as Lender may require that is Such amounts and for such periods as Lender may require.

Porte 963 R. (10/95)

970325000

The insurance carries providing the enterance shall be chosen by Borrener subject to approval by Landar, provided, that such approval shall not be exceeded withheld. In the event Borroner field to constant beared annexes (activities any required flood insurance) in an account sufficient to easily all colorations, first, and charges exact Landar (a additional to payment of all liens and charges which may have principly over Landar's success in the property). Landar say, in the edit discretion, obtain such insurance making Landar as the othe bondingsy (seeple interest coverage). Landar say, and may premiums paid for such insurance to the principal annexe of the form account by the Security Instrument as which all accounts at the contract rate set forth in the Note. All annexes policies and security landar shall be to a form acceptable to Landar and shall include a standard makings clause as favor of and in a first acceptable to Landar Landar shall have the right to hold the policies and removals thereof, subject to the terms of any acceptable to Landar clause security agreement with a lien which has priority over this Martense.

In the event of loss, Borrower shall give prompt notice to the assumed cerviar and London Lesson may under proof of loss if not made promptly by Borrower.

If the Property is reactioned by Borrower, or if Borrower fails to respond to Lender walks 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offices to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Markages.

- 6. Preservation and Maintenance of Preperty; Leaseholds; Condensinisms; Pleaned Unit Developments. Berrower shall keep the Property in good repair and shall not conssit waste or permut impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or government the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.
- Protection of Lender's Security. If Forrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is consinered which materially affects Lender's interest in the Property (including without limitation), then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. In addition, Grantor (Mortgagor) covenants at all times to do all things necessary to defend the title to all of the said property, but the Beneficiary (Mortgagoe) shall have the right at any into to intervene in any suit affecting such title and to employ independent counsel in connection with any suit to which it may be a party by intervention or otherwise, and upon demand Crantor (Mortgagor) agrees either (1) to pay the Beneficiary all reasonable expenses paid or incurred by it in respect to any such suit affecting title to any such property, or affecting the dendericary's (Mortgagoe's) tiens or rights hereunder, including, reasonable fees to the Beneficiary's (Mortgagoe's) attorneys or (2) to parent the addition of such expenses, costs, recording fees, and attorney's fees to the principal balance of the Mortgagoe's secured by this Deed of Trust (Mortgagoe) on which interest shall accrue at the Note rate.

If Lender required mortgage insurance as a condition of making the loan secured by this Montgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Lender may, at Lender's option, incur recording fees and other related expenses for the purpose of recording mortgage satisfactions in order to from the land records of the County in which the property is located, mortgages or other encumbrances which have been paid in full.

Asy amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

- 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lieu which has priority over this Mortgage.

Form 963 IL (10/96)

- 16. Portures Not Releases; Fortenessee By Lander Not a Waiver. Extension of the time for payment or stolking of securization of the sums secured by this Mortgage granted by Lender to any successor in interest of Response shell not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commune proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the seems secured by this Mortgage by reason of any demand made by the original Remover sed Borrower's encosisors in interest. Any forbezzance by Lender in exercising any right or remedy hereunder, or otherwise thirds by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- II. Miscourses and Assigns Bound; Jeint and Several Liability; Co-signers. The covariants and agreements liabile exclained shall bind, and the rights beneather shall insure to, the respective successors and assigns of Lender and Response, subject to the provisions of paragraph 16 hereof. All coverants and agreements of Bourower shall be joint and baveral. Any Bourower who or signs this Montgage, but does not execute the Note, (a) is co-signing this Montgage only to maintained any fact that Bourower's interest in the Property to Lender under the terms of this Montgage, (b) is not paragraph; fishle on the Note or under this Montgage, and (c) agrees that Londer and any other Bourower hereunder may agree to assess, monthly, so bear, or make any other accommodations with regard to the terms of this Montgage or the Note without releasing that Bourower or modifying this Montgage as to that Bourower's interest in the Property.
- 12. Notice. Except for any votice required under applicable law to be given in another manner, (a) any notice to Particular provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Boscower at the Property Address or of such other address as Boscower may designate by notice to Lender as provided barrin, and (b) any notice to Lender shall be given by certified mail to Lender's address stated berein or to such other address as Lender may designate by notice to Lender as provided herein. Any notice provided for in this Mortgage shall be desired to have been given to Boscower or Lender when given in the manner designated herein.
- 13. Governing Law; Severability. The state of local laws applicable to this Mortgage shall be fee laws of the principles in which the Property is located. The foregoing restance shall not limit the applicability of Federal law to this Nicosage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such examine that not affect other provisions of this Mortgage or the Mote which can be given effect without the conflicting provision, and to fair and the provisions of this Mortgage and the Mote are declared to be severable. As used herein, "copenies" and "attornays' fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 14. Serremer's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of exacution or after recordation become.
- 15. Reliabilitation Lean Agreement. Bossower shall fulfill all of Economer's obligations under my home reliabilitation, improvement, repair, or other loan agreement which Bossower enters into with Lender. Lender, at Lender's option, may require Bossower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or descines which Bossower may have against parties who supply labor, materials or services in connection with introductions made to the Property.
- forcin is sold or transferred by Borrower (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a make all persons or persons but in a corporation, partnership, trust or other legal entity) without Leader's prior written extend excluding (a) the creation of a lieu or excumbrance subordinate to this Security Instrument which over not relate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money recurity instrument which over not relate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money recurity instrument for household application (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any lacethold instrument of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the series selected by the Security Instrument to be immediately due and payable.

If Lander exercises such option to accelerate, Lender shall shall Borrower notice of acceleration in accordance with prompting 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is smalled within which Screwer may pay the same declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lander may, without further active or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

Landar stay consent to a sale or transfer if: (1) Borrower causes to be submitted to Lender information required by Landar to available the transferrer; (2) Lender reasonably determines that Landar's exactly will not be impaired and that the risk of a breach of any coverant or agreement in this Security

Page 90 E (1996)

-4-

-970Mespoo

Instrument is acceptable; (3) interest will be payable at the sums secured by this Security Instrument at a rate acceptable to Lender; (4) changes in the terms of the Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment in the interest rate. It different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferee signs an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee as a condition to Lender's consent to any sale or transfer.

Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

- 17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Bossewer's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender rejor to acceleration shall give notice to Forrower as provided in paragraph 12 hereof specifying; (1) the breach, (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the fore closure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.
- 15. Borrower's Right to Reinstate. Notwithstanding Jender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the entry of a judgment enforcing this Mortgage if. (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower endanced in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the limit of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue uninspaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
- 19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Bury over hereby assigns to Lender the rents of the Property, provided that Borrowsz shall, prior to seculeration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver bonds and reasonable attorneys' fees, and then to the sums secured by this infortgage. The receiver shall be liable to account only for those rents actually received.

- 20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
 - 21. Waiver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property.

Minne	the number and	sammes te ni	each each ri	der shall	receited by Bostower and rec be incorporated into and also	ii widig and supplement	31
Se cover	क्षांत्र केवर्ट बहुएक्सावर्ट ज	of this Morte	page as if the	rider(s) v	rere a part of this Mortgogo	· iCerat spharems onvice	孙
TT.	Adjustable Rate R	Ger	-	П	Condominium Richt		
	Tresleamon remark	,					;
٠. ا							•
IX	Feerly Rider	•			Pigmed Unit Developm	ER KNOST	ب د
		. `					ا رحم
•	Other of pecify						3
	· ·					•	
							•
23.	Conformity W.	fixwa. If an	y provision	of this M	ortgage (Dond of Trest) is	found to be in violation of	ZESY
len, raio	et regulation visit	increas the v	alidity and/o	r enforce	ability of the Note and/or!	voulistic (need at 1 mar)	
DICARCO	Shell be desired and	GACIAN BU COGA	bià wan shibi	icadie iat	v, rule, or regulation.	•	•
ي ع		O ₂	C			•	3
	35.						
	And the second	RE	QUEST FO	R NOTE	CE OF DEFAULT	,	4.
	•	AND	FONT TO	SURE L	NDER SUPERIOR		
		, Ma	DRIGAG*-	. AK DI	EDS OF TRUST	<u> </u>	
Brett	wer and Lender re	mest the hold	er of any m	or vero.	deed of trust or other encu	chance with a lien which	hes
areardy o	ser this Mortsone t	a rive Notice	to Leaser, I	et Lec let	'i address act rotth on page	one of this Mortgage, of	ally .
kezak u	der the superior en	andrance and	of any sale	or other i	of closure action.		· · · · · ·
bW	mess Whereof, Box	rower bas exi	cuted this M	ortgage.			
						•	
		_	•		f Day	1	
					pinne is	maerso	
	,	'e			BOTOWN LINNIE FIENDERSON		
	. * *** * *	•.			mary an	a welle	:
	•	•	•		Borrower		
					MARY AND WELLS	10	
- PATE A	LENOIS	•	COOK		COUNTY #9.	()	
		 1					4
1 THE U	NDERSKENED, a N	lotary Public	e and for se	d exempty	and state, do hereby exitify	inst	
TAN	HAN AETS VAL	ON NOT SIN	ERMAN	ED AND	ubscribed to the foregoing i	OW NOT SINCE REGISTING naturally surrested before	<u> </u>
porsones.	y energy to the 10 or 1 desert, and ackno	s una premius, valodacci that) whos ison he/she sison	i and del	vered the said instrument as	his/her free voluntary act,	for
dis uses	ad purposes therein	art forth.					
17. 37	THE PENNETY		a •-	44.1	Amat . Is	Pary, 1997	
Gra	n sarby my band an	i ozdeni nesi i	E15	_13th_	diy of		
		,			2.40	12n.	-
		~~~~~~	•		Public ASTHE UNDI	TREIGNED	2
36- C-			HAL SE		ILIUDIC VOALE OUDI	Rothuen	:
My COM	nision Expires:		E SANVILL LC, STATE OF U		$\bigcup$		
			ON EXPERS 8				
· 10 10-4	12 / /20/04A					Page 6 of 6	,

Loan Number: 4503767

### 1 - 4 FAMILY RIDER ASSIGNMENT OF RENTS

THIS 1-4 FAMILY RIDER is made this 13th day of Jenuary
1997 , and is incorporated into and shall be deemed to smend 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 Berrower's Note to  EquiCredit Corporation of Illinois (the "Lender") of the same date and covering the
property described in the Security Instrument and located at:  130 E 117TH PLACE CHICAGO, IL 60528

[Property Address]

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

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. Sorrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

- B. SUBORDIWATE LIENS. E cept as prohibited by federal law, Borrower shall not allow any lien inferior to the Security Distrument to be perfected against the Property without Lender's prior written permission.
- C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Security Instrument.
- D. "BORROWER'S RIGHT TO REINSTATE" DELIFIC UNLESS PROHIBITED BY APPLICABLE LAW. Security Instrument is deleted.
- E. 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 E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF BENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of Low Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument. Corrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the suman secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

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 F.

- 2 -

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This samignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

6. CRO'S 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 in oke any of the remedies permitted by the Security Instrument.

BY SIGNING ERVA: Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Ricer.

nou Menderso- (Seal

Signatury of NARY ANN WELLS

8

Fg. 2 of 2