Prepared by & Mail to:

Pan American Financial Services, Inc.

4250 N Marine Dr #228

Chicago, Il 60613 e-rea# 947/5008

CST 970367

MORTGAGE

13 33

THIS MORTGAGE (Security Instrument") is given on February 26, 1997. The mortgagor is JOHNNY RAMOS AND MARTHA O RAMOS, HUSBAND AND WIFE AS JOINT TENENTS ("Borrower"). This Security Instrument is given to Pan American Financial Services Inc. which is organized and existing under the laws of Illinois and whose address is 4250 N. Marine Drive Suite 228 Chicago, IL 60613 ("Lender"). Borrower owes Lender the principal sum of NINETY SYVEN THOUSAND TWO HUNDRED AND 00/100 Dollars (U.S. \$97,200.00). 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 MARCH 3, 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 43 IN BLOCK 2 IN PUEGEOT'S SUBDIVISION OF THE NORTH 1/2 OF BLOCK 3, IN BORDEN'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTH, AST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN# 13-36-409-006-0000

which has the address of 1847 N CALIFORNIA CHICAGO

PREPARED BY: K GRANZIG OF PAN AMERICAN FINANCIAL SERVICES, INC. 4250 N. MARINE DRIVE #228, CHICAGO IL 60613

(Page 1 of 6 pages)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

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

Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender. Borrower shall pay to 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 or ground tents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph & in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Lems." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a tederally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures and of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender ruly estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Ite as or otherwise in accordance with applicable law.

The Funds shall be held in an injutation 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 Be rov er for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender my require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is inade or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in wighting however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law. Lender shall account to Borrower for the excess Funds in accordance with the requirements of apparable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due. Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the

deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly 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 ale as a credit against the sums secured by this Security Instrument.

Application of Payments. Unless applicable lew provides otherwise, all payment, received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to an ounts payable under

paragraph 2: third, to interest due; fourth, to principal due; and last, to any late charges due under the You

4. Charges: Liens. Borrower shall pay all taxes, assessments, charges, fines and imposition of tributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, it my. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly turnish to Lender receipts evidencing the payments

Borrower shall promptly discharge any hen which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the hen in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice dentifying 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.

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 Borday nent d 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 Imperty 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 it acquisition.

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 greemstances 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 it any fortesture action or proceeding, y bether civil or criminal, is begun that in Lender's good faith judgment could result in fortesture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a detaile 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 torteiture 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 it Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender for 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. It 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. It Borrower tails to feet rm the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may singuicantly affect Lender's rights in the Property (such as a proceeding in bankraptcy, probate, for condemnation or forfeiture or or inforce 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 Septimity Instrument, appearing in court, paying reasonable afformeys, 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 porvoiser secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall or a interest from the date of disbursement at the Nove rate and shall be payable, with interest, upon notice to in Lender to Borrower, requesting

payment

8. Mortgage Insurance. If I enter regard mortgage insurance as a construct making the loan secured by this Security Instrument. By trooper shall play the premiums required his maintain the mortgage insurance in effect. It, for any reason, the mortgage insurance is verage required by Lender lapses or ceases to no in effect. Borrower shall play the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and 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 coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

OPIGGI79

estorications of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as Borrower's Right to Reinstate. If Borrower meets tertain conditions, Borrower shall have the right to have

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

the date of this Security Instrument. this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by

in it is sold or uanyferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest

BOTTOMET'S Copy. Bottower shall be given one conformed copy of the Note and of this Security Instrument.

declared to be severable.

be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are conflicts with applicable land such conflict shall not affect other products of tine Security Instrument of the Note which can provide the Property is a facted in the court of several property of the Security of the Population of the Note

15. Coverning Law: Severability. This Security Instrument shall be governed by federal tent and the law of the this Security Instrument shall be deemed to have been given to Bonower or Lender when given as provided in this paragraph. to Lender's address stated herein or any other address Lender designates by notice to Borrower. (m) notice provided for in Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall of given by first class mail mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property

14. Notices. Any notice to Borrower provided for in this Security Instrument Mal be given by delivering it or by prepayment charge under the Note.

direct payment to Borrower. If a refund reduces principal, the reduction will be weated at a partial prepayment without any refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a the charge to the permitted himt, and (b) any sums already collected from Dorrower which exceeded permitted limits will be with the loan exceed the permitted limits, then (a) any such loan charge, half he reduced by the amount necessary to reduce charges, and that less thanky interpreted so that the interest or other hand charges collected or to be collected in connection

13. Loan Charges. It the loan secured by this Security losts ment is subject to a lan which sets maximum loan

Bottoner's consent

torbest of make any accommodations with regard to the tenn of this Security Instrument of the Note without that sums secured by this Security Instrument, and (c) agrees that Lencer and any other Borrower may agree to extrnd, modify, Borrower's interest in the Property under the terms of his Security Instrument, their not personally obligated to pay the Instrument but does not execute the Note (ii) is co-stantal his Security Instrument only to mortage, grant and convey that Security Instrument shall bind and denefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph it. Borrower who co-signs this Security 12. Successors and Assigns Bound: Joint and Several Liability: Co-signers. The covenants and agreements of this

uot pe s warret of or preclude the exercise of the reference

onginal Borrower or Borrower 5 successors in interest. Any techerance by Lender in exercising any right or remedy shall adi ya abara baaraab yaa to nosaat ya tantamatan ya seerita hastamaan iya ka ada to nosatroma yabaar asi wadoo shall not be required to commissive by credings against any successor in interest or refuse to extend time for payment or of Borrower shall not operate werelesse the hability of the original Borrower of Borrower's successors in mierest. Lender

postpone the date of the monthly payments referred to in paragraphs (and 2 or change the amount of such payment or 11. Borrower Not 13 leasted: Forbestance By Lender Not a Maiver. Extension of the time for payment or modification of amortization of the sums secured by this Security narrument granted by Lender to any successor in interest

Unless Lender and Fortower otherwise agree in writing, any application of proceeds to principal shall not extend or

entire recursed by the Georgia in the motion of not then contains the resonance of the Property of the Propert

If the Irakati is abandone, of Ban was a a war was to be to to to be wear that the condemnor offers to make

then due

otherwise provides, the proceeds shall be applied to the some secured by this Security Instrument whether or not the sums are secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law Property in which the fair market value of the Property immediately before the taking is iess than the amount of the sums Property immediately before the taking. Any balance shall be pead to Borrower. In the event of a partial taking of the fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the the same secured by this Security Instrument shall be reduced by the one on the proceeds multiplied by the following secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing. which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

assigned and shall be paid to Lender. any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

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 2% on written in tice of the change in accordance with participal 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 irror nation 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 Favironimental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quaraties 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. A Borrower learns, or is nonfied by any governmental or regulatory authority. that any removal or other remediation of any Hizzidous 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, kero ene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing cabe tox or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and loss of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

- NON-UNIFORM COVENANTS Borrower and Lender further coverage 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 applicable law provides otherwise). The notice shall specify: (a) the default: (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sue 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 non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may forecase this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title or idence.
- 22. Release. Upon payment of all sums secured by this Security Instrument. Lender shall release his Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

	(22athbř.)
Obtoon	(ames)
0122140	The Comment was prepared by the Comment of the Comm
Many Public	A Samura noiseumno) (IV
February 1997	City on under my, hand and official seal, thus
be the same personal whose names the same person, and acknowledged that set and voluntary act, for the uses and purposes therein set	subscribed to the foregoing instrument, appeared being ine this day
Solary Public in and for said county and state.	do recent that Johnny Convers of Mo
County 15:	STATE OF ILLINOIS.
SKOKIE OFFICE (Scal)	(lie 2)
Sentioner Seal) - Bostoner - Bostoner - Bostoner	(les2)
COOK COUNTY (Scal)	(leas)
35.34.	Witness: With
	BY SIGAUMS BELOW, Borrower accepts and agrees to the te Security Instrumer, and in any rider(s) executed by Borrower and re-
nt Rider Second Home Rider	Bulloon Rider Rate Improvemen
elopment Rider Bin eekly Payment Rider	Graduated Payment Rider Planned Unit De
ider A Family Rider	A djusable Rate Rider Condominium R
to tider shall be incorporated into and shall anythat and the siden(s) were a part of this Security Instrument.	this Security Instrument, the covenants and agreements of each supplement the covenants and agreements of this Security Instrument Check applicable box(ex)

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

1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 26TH day of FEBRUARY, 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

PAN AMERICAN FINANCIAL SERVICES, INC.

(the "Lender")

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

1847 N CALIFORNIA, CHICAGO, IL 60647

[Property Address]

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrowe, 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 Froperty covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever row 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, awainge, 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. So rower shall not seek, agree to or make 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, Bonowa 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 a idition 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.
- 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 G, the word "lease" shall mean "sublease" if the Security Instrument is on a lease hold.

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

Form 3170 9/90

ITEM 1790 (9612)

(Page 1 of 2 pages)

GREATLAND GREATLAND TO CICE CL3 1-800-530-9393 Tax 6-6-791-1151

01122140

(Page 2 of 2 pages)

[vlnO laniginO ngi2]		
(Seal) townsea	([E92]) 13-WOTTOEI-	
(Seal) tawono8-	(lso2) monod-	Martin P.
([\$=2]) 13w0TIO8-	(Scal) Advisor 15 worth	no lingof

and 2 of this 1-4 Family Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and coverance ontained in pages 1

the remedies permitted by the Security Instrument.

LENGTS-DEFACET FROM STORES in interest shall be a breach under the Security Instrument and Lender may invoke any of

L CROSS-DEFAULT PROVISION. Borrower's dufault or breach under any note or agreement in

Lender, or Lender's agent or a judicially appointed receiver, shall not be required to enter upon, and take control of or maintain the Property before or after giving in the of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do to at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalitate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the si ms secured by the Security Instrument

has not and will not perform any act that we ale prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agent or a judicially appointed receiver, shall not be required to enter upon, and take

Borrower represents and warrants that Borror, et has not executed any prior assignment of the Rents and has not activities and will not rection any act that we'll prevent Lender from exercising its rights under this

Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secures, by the Security Instrument pursuant to Uniform Covenant 7.

as security.

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 and of collect

as trustee for the benefit of Lender only, to be applied to the stums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written dentant to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's argents about the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or collecting the experty and then to the applied first to the costs of taking control of and managing the Property and bonds, repair and then to the norms secured by the Security Instrument; (v) Lender's agents on the judicially appointed receiver a sum secured by the Security Instrument; (v) Lender, Lender's agents on the judicially appointed to have a receiver appointed to take possession of and manage the Property and collect the Sential and profits derived from the Property without any showing as to the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property

Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given notice to the tenant(s) default pursuant to paragraph 21 of the Security Instrument and; (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender's agent. 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 lift Lender gives notice of breach to Borrower: (ii) all Rents received by Borrower shall be held by Borrower.

of the Property, regardless of to whom the Rents of the Property are payable. Bottower and revenues ("Rents") of the Property, regardless of to whom the Rents and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property and transfers of the Property of