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- T#0011 TRAN 7324 05/28/97 15:37:00
- #4896 # CG #-97-377969
  - COOK COUNTY RECORDER

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Comment of the commen	re This Line For Recording State[	<del></del>
	ORTGAGE	
THIS MONTGAGE ("Security Instrument")  19 97 The rongagor isRuben Octoga.	is given on May 20 and Francisca Delgado, his wife	157
St. Anthory Co. A Poloral Conton	er ]. This Security Instrument is given to	
under the laws of the U.d.led States of An 1447 S. 49th Cour. Cicera, Illino. Borrower press Lender the principal gran of Nimmo/100 s. Dollars (U.S.) dated the same date as this Security lastr meet ("New	is 60804 ety seven thousand and five hunds	red and "Lender")
dated the same date as this Security Instrument ("Nou paid earlier, due and payable on	2. This denced by the Note, with interest, and all rene aims, with interest, advanced under paragraph 7	in the full debt, if no a Security Instrument wals, extensions and to protect the security Instrument wing described protect protects and the security Instrument described protects are the security Instrument described protects and the security Instrument described protects are the security Instrument described protects and the security Instrument described protects are the security Instrument described protects and the security Instrument described protects are the security in the security Instrument described protects are the security Instrument described protects and the security Instrument described protects are the security Instrument described protects and the security Instrument described protects are the security Instrument described protects and the security instrument described protects are the security instrument described protects are the security instrument described protects and the security instrument described protects are the security instrument described protects and the security instrument described protects are the security in the security instrument described protects are the security instrument described protects are the security instrument described protects are the security instrument described protects and the security instrument described protects are the security instrument described protects and the security instrument described protects are the security instrument described protects and the security instrument described protects are the security in
Lot 36 in Block 1 in Loeffler's Subd Northwest 1/4 of the Northwest 1/4 o 13, East of the Third Principal Meri	division of the Northwest 1/4 of	•h=
PIN # 16-22-100-034	CA'SO	3.4.28.4.436.
which has the address of 4714 West 12th Place	e Cicero	XC 60
(Sere		

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 escale hereby conveyed and has the right to mortgage. grant and convey the Property and that the Property is unencombered, except for encombrances 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.

NLLANOIS--Single Family-Femilie Montfreditte Mas AMPRICE MINISTRUMENT

1St AMERICAN TITLE order & CWIOLSH

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

I. 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.

2. Famils 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 reats 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 state premiums; (d) yearly flood insurance premiums, if any; and (f) any state premiums. These items are called "Excrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally elated mortgage four may require for Borrower's excrow account under the federal Real Estate Settlement Procedures Act 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 may estimate the amount of Funds due on the basis of current data and reasonable estimates of expendit sets of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be 'nel' in an institution whose deposits are insured by a federal agency, instrimentality, or entity (including Lender, if Lender it, such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower to the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real entite tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or carnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds as made. The Funds are physical as additional security for all sums secured by this Security

Instrument.

If the Funds held by Lender exceed the amounts permitted to by held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow 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 in no more than twelve monthly pay nents, 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 sale as a credit against the same

secured by this Security Instrumer).

3. Application of Payments. Unless applicable law provides otherwise, all payr can's received by Lender under paragraphs, I and 2 shall be applied first, to any prepayment charges due under the Note; solver, or amounts payable under

puragraph 2; third, to interest due fourth, to principal due; and last, to any late charges due a ser the Note.

Q. Charges; Liens. Borr wer shall pay all taxes, assessments, charges, fines and imposition: attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground reads, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner. Borrow er shall pay them on this directly to the person owex payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly. Borrower shall promptly furnish to Lender receipts or descring the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower. (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good paints 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 authoriting the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which the property over this Security Instrument. Lender may give Forrower a notice identifying the lien. Borrower shall

satisfy the liest or take one or more of the actions set forth above within 10 days of the giving of notice.

From the Property Invariance. Romover 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, aghiding 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 currier 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 stims 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 postpose the low 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 given to the acquisition

6. Occupancy. Beservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lesseholds. Burrower shall becupy, establish, and use the Property as Burrower'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 externating 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 he in default if any forfesture 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 defigit, and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lorder'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 wan 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, representation, concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Be crower shall comply with all the provisions of the lease If Borrower acquires tee title to the Property, the leasehold and the fire title shall not merge unless Lender agrees to the merger in writing

7. Protection of Lender's Rights in the Property. If Borrowet fails to netform 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 isuch 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 Testrument, 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 flor ower secured by this Security Instrument. Unless Bortower and Lender agree to other terms of payment, these amounts shall leav interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrokee requesting

6. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan securid 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 obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the morigage insurance previously in effect, from an alternate morigage insurer approved: 🕊 by Lender. If substantially contralem morigage insurance coverage is not available. Borrower shall pay to Lender each month and a sum equal to one twelfth of the yearly mortgage insurance premium being gold 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 (ii), 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. Impaction. Lender or its agent way 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 course for the inspection.

16. Condemention. The proceeds of any award or claim for demages, direct or consequential, in connection with any condemention or other taking of any part of the Property, or for conveyance in lieu of condemention, are hereby assigned.

and that be paid to Leader.

In the event of a total taking of the Property, the proceeds shall be applied to the sums ancound by this Socialty Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the amount of the amount of the amount of the strument immediately before the taking, unless Borrower and Leader otherwise agree in writing, the amount of the proceeds multiplied by the following fractions:

(a) the total amount of the strus accured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums accured immediately before the taking, soless Borrower and Lender otherwise agree in writing or unless applicable has otherwise provides, the proceeds shall be applied to the sams secured by this Sociarity Instrument whether or not the sams are then due.

If the Propert ( is abandoned by Borrower, or if, after notice by Lender to Borrower that the condennor office to make an award or settle a c. im for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized a collect and apply the proceeds, at its option, either to restoration or repair of the Property

er to the sams secured by it is So unity Instrument, whether or not then due.

Unless Lender and B-irrowe, otherwise agree in writing, any application of proceeds to principal shall not extend or portpone the due date of the assembly payments referred to in paragraphs 1 and 2 or change the amount of such juryments.

11. Borrower Not Released: For transce By Lender Not a Walver. Extension of the time for payment or medification of amortization of the sums secured by this Scourity Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the li foliaty of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings are not successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by the Security Instrument by reason of any demand made by the original Borrower's successors in interest. Any restoratione by Lender in exercising any right or remedy shall not be a waiver of or proclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Seve at Liability; Co-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 but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's

consent.

13. Last Charges. If the loan secured by this Security Instrument is subject to law which acts maximum lean charges, and that law is finally interpreted so that the interest or other loan charges collected in 100 be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Leader may choose to make this refund by reducing the principal owed under the Mote or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prey symmat without any prepayment charge under the Note.

Id. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mai unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to 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 puragraph.

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, at ch 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 funtrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred and Borrower is not a natural

person) without Lender's prior written consent, Lender may, at its option, 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 tails 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 for 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 lich 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 collections secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall out apply in the case of acceleration under paragraph 17

19. Sale of N. ter 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 thrown as the "Loan Servicer" that collects monthly payments due under the Note and this Security Instrument. There also may be one or more change 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 actives 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

Mazardous Substances. Borti wer 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 interesting Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Londer written notice it and investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party in of ing the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Porrower 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 fla introduces toxic pertodeur products, toxic persondes and herbicides, volatile solvents, materials containing ashestos or rounaldeligide, and radioactive materials. As used in this paragraph 20. "Environmental Eaw" means foderal laws and laws of the paragraph 20, "Environmental Eaw" means foderal laws and laws of the paragraph 30, "Environmental protection

NON UNIFORM COVENANTS. Borrower and Lender further covenant and agree as tollows.

21. Acceleration: Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breacht of any coverant or agreement in this Security Instrument (but not prior to acceleration ander paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action respired to care 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 to exceleration of the mans secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Froperty. The notice shall further inform Borrower of the right to rejectment 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 foreclose this Security Instrument by Judicial proceeding. Lender shall be entitled to reasonable attorneys' feet and costs of title evidence.

22. Referee. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

Instrument without charge to Borrower. Borrower shall pay any recordation costs

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property

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with this Security Instrument, the coverage and supplement the coverage, and agreement	nument. If one or more riders are executed as and agreements of each such rider shall be n of this Security Instrument or if the rider(s) w	have and has our bearowner;
(Check applicable box(cs))	Contesions Bider	[3] 1-4 Family Ridor
Adjustable Rate Rider	Condominium Rider Planned Unit Development Rider	Biorckly Payment Rider
Graduated Payarent Rider  Bulloon Rider	Rate Improvement Rider	Second Home Rider
Other(s) [specify]	The inference water	C. Actual these trains
	cepts and agrees to the terms and covernate o	ostained in this Security Instrument
and in any rider(s) executed by Borrower	and recorded with it.	
Wateres:	Ruben Ortega  Social Security Number  Imaco Go Dilg  Francisca Delgado	<u> </u>
Wite pers	Social Socurity Number  COOK County ss:  Notary Public  Press. Trancisco  onally known to me to be the same persons	in and for said county and state.  Delado, LLS  (s) whose name(s). A.E.
subscribed to the foregoing it strument, a signed and delivered the said instrument a	ppeared before me this day in prison, and is HELT. free and voluntary set,	for the uses and purposes therein
set forth.  Given under my hand and official so  My Commission expires:	al, this 20th day of Ma	4 519 97
CIFFICIAL Cathy W Notary Public. Sta Wy Commission Exp	yatt > without the of Illinois >	e Jack Tie
Prepared by and smill to  ST. AUTHORY  A federal Saving	BANK 8 Bank	from 2014 1888 gage 6 of 6 pages)
CICERO, ILLINOIS		

## 1-4 FAMILY RIDER Assignment of Rents

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THIS 1-4 FAMILY RIDER is made	te this 20th as of	Му	, 19 .97 ,
and it immediated into and chall be done	med an amount and executions of the	e Mortgage. Deed of Trust o	w Security Door
(the "Security Instrument") of the same St. Anthony Bank, A. Federa of the same date and covering the Prop	due given by the undersigned (the	e "Borrower") to socure Bot	rower's Note to (the "Lender")
4714 West 12th Place C	icero, Illinois 60804	,	
***********	(Property Address)		

1.4 FAMILY ODVENANTS. In addition to the covenants and agreestments 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 Learnment, the following nears are added to the Property description, and shall also constitute the Property covered by the Receive Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, an 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 housing, cooling, electricity, gas, water, air and light, fire prevention and extinguishing approxim, security and access control apparatus, plumbing, but tube, water heavers, water closets, sinks, ranges, stoves, to formations, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, acreers, blinds, shades, carrains and currain rods, anached mirrors, cubinets, purelling and strached floor coverings now or hereafter attached to the Froperty, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property instrument by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument as the "Property instrument is on a lessehold) are referred to in this 1.4 Family Rider and the Security Instrument as the "Property."
- II. USE OF PROPERTY; COMPLIANCE WITH LAW, horrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless larger has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirement. A any governmental body applicable to the Property.
- C. SUBDINDINATE LIENS. Except as permitted by federal first instrumer shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lorser's prior written permission.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rest line in addition to the other hazards for which insurance is required by Uniform Covenant 5.
  - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Coverage 13 is deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree on solving, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All restricting covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.
- G. ASSICNMENT OF LEASES. Upon Londer's request, florrower shall using to Londer all leaves of the Property and all accurity deposits made in connection with leases of the Property. Upon the assignment, Leader (all leaves the right to modely, extend or terminate the eximing hours and to execute new leases, in Leader's tole discretor. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- H. ASSIGNMENT OF RENTS: APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Bortower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Bortower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tennet of the Property shall pay the Rents to Lender or Lender's agents. However, Bortower shall receive the Rents until (i) Lender has given florrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tennet(s) that the Rents are to be paid to Lender or Lender's agent. This staignment of Rents constitutes an absolute assignment and not an assignment for additional accurity and

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by the Security Intersection.

1. CHOSS-DEFAULT PROVESION. Borrower's default or breach under any ante or agreement in abiest Leader and interest abid he a p. ce., ander the Society learnment and Leader may invoke any of the nearested and the central an

and will not perform any set that would prevent Lender from essentiating its rights under this paragraph.

Leader, a Lender's against or a justiciarly appointed forciver, shall not be required to enter upon, take control of residual or Lender, or Lender's against or main take frequency. Lender, or Lender's against or a justicially expensive to after giving not time when a default occurre. Any application of Rente shall not a justicially expensive to distribute any other right or removed. This samperers of the Property of Lender. This samperers of the Property of Lender. This samperers of the Property of Lender in high terminate when all the same secured by the Security Institutes are paid in high.

Londor secured by the Security Instituted parameter be Uniform Concesses?

If Lender gives solders of breach to Borrowers (i) all Reme secreted by Receiver to this behild by Receiver as trained by the Lender of the hild by Receiver as trained by the Lender of the breach of the Property and collected by Lender's agrees that cards the frequent (ii) Lender to the trained of the Property and Collected by Lender's agrees that cards as the trained by Lender's agrees the trained to the trained of the Property and collected by Lender's agents the trained by agricultus to the second to the provider of the Property and collecting the Rest, includer, but not binging the Archiver's bonds, repair and managing the Property and collecting the Rest, includer, but not binging the Rest, and the second trained to, and the second trained to the trained to the trained to any problem by the Second, instrument, teach, teacher's and collecting the Second, instrument, to the Property and collecting the protected to the Property and collect the second to the Break to the Property and collect the trained of the Breaks of the Breaks of the Property as anteneity. The Break of the Breaks of the