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1998-10-21 11:52:55

Cook County Recorder 37.50



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RECORD AND RETURN TO:
DORAL MONEY, INC. (USA)

4201 GALLERIA DRIVE-ATTN: SERVICING
LOVES PARK, ILLINOIS 61111

Prepared by:
MARGIE MATOS
CHICAGO, ILLINOIS 60631

0000113

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 6, 1998 . The mortgagor is
JOHNNY LARA, UNMARRIED J.S., MARRIED TO LAURA LARA*
AND IBSEN LARA, UNMARRIED
AND XODAUS LARA, UNMARRIED
ODALIS O.L.

("Borrower"). This Security Instrument is given to
DORAL MONEY, INC. (USA)

which is organized and existing under the laws of THE STATE OF DELAWARE , and whose
address is 8700 WEST BRYN MAWR-SUITE 720-S
CHICAGO, ILLINOIS 60631 ("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED THIRTY ONE THOUSAND TWO HUNDRED FIFTY AND 00/100
Dollars (U.S. \$ 131,250.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 1, 2028 . 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 6 AND THE NORTH 1/2 OF LOT 7 IN FIELD'S ADDITION TO
ALBANY PARK BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THAT PART
BETWEEN THE EAST 60 ACRES AND THE WEST 60 ACRES OF THE SOUTHWEST 1/4 OF
SECTION 11, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

13-11-324-018-0000

Lawyers Title Insurance Corporation

Parcel ID #:

which has the address of 4844 NORTH HAMLIN , CHICAGO

Street, City .

Illinois 60625

Zip Code ("Property Address"):

ILLINOIS Single Family-FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9/90

Amended 8/96

Initials: *[Signature]* (8808)

Page 1 of 6

WVP MORTGAGE FORMS - 1800-621-7291

DPS 1089

[Signature]
O.L.

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) Agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) complies in good faith with the terms of this Agreement or the Note; (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument; (d) pays to Lender the amount of the deficiency after sale of the property; or (e) sells the property to Lender.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

4. **Chargers;** Lienors, Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these 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 so be paid under this paragraph.

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

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under Paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts paid by Lender under Paragraph 2;

This Security Information

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 require 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 sum secured by

twelve monthly payments, at Leander's sole discretion.

If the Funds held by Leader exceed the amounts permitted to be held by applicable law, Leader shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Leader at any time is not sufficient to pay the Escrow Items when due, Leader may so notify Borrower in writing, and, in such case Borrower shall pay to Leader the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires payment of attorney's fees, a court may award reasonable attorney's fees to the prevailing party.

The funds shall be held in an escrow account whose depositors are members of a local agency, municipality, or county (including Leader), if Leader is such an institution) or in any Federal Home Loan Bank. Leader shall apply the Funds to pay the Escrow fees, Leader may not charge Home Bank for holding and handling the funds. Any visualization of escrow account, or

EGRCROW terms or otherwise use the accountancy will apply public law.

sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

related mortgage loans may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds

The provisions of Paragraph 6, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items".

or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums;

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly interest and assessments which may attach priorly over this Security Instrument as a lien on the Property; (b) yearly leasehold payments

principal of aid intended on the debt evidenced by the Note and any prepayment and late charges due under the Note.

UNIFORM COVENANTS. Borrower and Lender agree as follows:

THIS SECURITY INSTRUMENT combines uniform coverage for all debts and non-uniform coverage with limited liability against the trustee to the extent of the amounts due on debts and obligations to any beneficiary.

BORKOWER COVENANT is their Borkower is 15 wholly leased to the issue hereby conveyed and has the right to mortgage,

Fixtures now or hereafter shall be 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".

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

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

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

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

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

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

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

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

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

J. L.
C. L.

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

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

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The co-signants and agreeemants 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 in its capacity as Borrower's trustee in the Property under the terms of this Security instrument; (b) is not personally liable to the Noteholder or make any accommodations, with regard to the terms of this Security instrument or the Note without the Noteholder's consent.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not due, 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 sums secured by this Security instrument, its undivided interest in the Security instrument, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument, its undivided interest before the taking, unless Borrower and Lender otherwise agree in writing, the total amount of the sums secured by the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by the proceeds multiplied by the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by the total amount of the sums secured by the proceeds multiplied by the fair market value of the Property immediately before the taking.

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

9. 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.

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

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

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

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

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

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

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

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

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

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

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

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

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G.
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1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this **8TH** day of **OCTOBER**, **1998**,
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
DORAL MORTGAGE, INC. (USA)

(the
"Lender") of the same date and covering the Property described in the Security Instrument and located at:
4844 NORTH MARLIN
CHICAGO, ILLINOIS 60625

Property Address

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

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to
the Property described in the Security Instrument, the following items are added to the Property
description, and shall also constitute the Property covered by the Security Instrument: building materials,
appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to
be used in connection with the Property, including, but not limited to, those for the purposes of supplying
or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing
apparatus, security and access control apparatus, plumbing, bathtubs, water heaters, water closets, sinks,
ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers,awnings, storm windows, storm
doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached
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."

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

Page 1 of 3

VMP-57U (9705)

VMP MORTGAGE FORMS - 18001521-7291

Initials: *[Signature]*
Form 3170 3/93 DPS 8483

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

H. ASSIGNMEN~~T~~ OF RENTS; APOUNDTMENT OF RECEIVER; LENDER IN POSSESSION.
Borrower absolu~~tely~~ and unconditionally waives and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom, the Rents of the Property are payable. Borrower authorizes Lender or 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 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 payment has given Borrower notice of default pursuant to paragraph (ii) of the Security Instrument and has given notice to the Lender(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment, for additional security only.

H. ASSIGNMENT OF RENTS; ACQUISITION OF RECEIVER; LENDER IN POSSESSION.

G. ASSIGNMENT OF LEASES. Upon Leander's request, Borrower shall assign to Leander all leases of the Property and all security deposits made in connection with leases of the Property. Upon the execution of this Agreement, Leander shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Leander's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security instrument is or is leasedhold.

remaining coverings set forth in Uniform Coverage 6 shall remain in effect.

F. BORROWERS OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Paragraph Concurrent 6 concerning Borrower's occupancy of the Property is deleted. All

E. "SCHOOL-POWER'S RIGHT TO REINSTATE" DELETED. Uniform Coverage 18 is deleted.

D. IN-BOAT LOSS INSURANCE: Boatowner shall maintain insurance coverage against total loss in addition to the other requirements for which insurance is required by Uniform Coverage S.

DEDUCTIBLE LOSS INSURANCE. Beneficiary shall maintain insurance against real loss in addition to premium.

inference to the Security instrument to be preferred against the Property without Leader's prior written

C. SUBORDINATE LINES. Except as permitted by federal law, Borrower shall not allow any line or equipment body applicable to the Property.

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

a change in the use of the property or its zoning classification, unless Lessor has agreed in writing to the

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make

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

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

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

I. CROSS-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 invoke any of the remedies permitted by the Security Instrument.

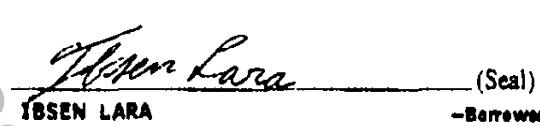
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.



JOHNNY LARA

(Seal)

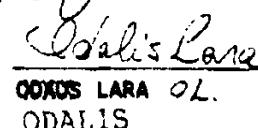
-Borrower



IBSEN LARA

(Seal)

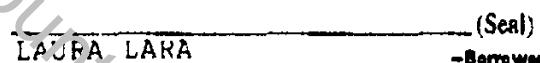
-Borrower



ODALIS LARA O.L.
ODALIS

(Seal)

-Borrower



LAURA LARA

(Seal)

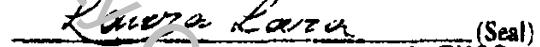
-Borrower

(Seal)

-Borrower

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-Borrower



LAURA LARA IS EXECUTING THIS
MORTGAGE FOR THE SOLE PURPOSE
OF WAIVING ANY AND ALL MARITAL
AND HOMESTEAD RIGHTS

(Seal)

-Borrower