SECONE PEDERAL SAVINGS AND LOAD ASSI 9960 WEST BOTH STREET CHICAGO ILLINOIS 60623

Loan Number : 08-97-1-35-43685-6

97 Space above this line for recording dvev.

MORTGAGE

THIS MORTG (G)] Security Instrument on given on February 12, 1998 The morngagor is VICTOR SALID and CELIA SALTO, HIS WIFE

(B) grower's This Security Instrument is given to

SECOND FEDERAL SAVINGS AND LOAN ASSN

which is organized and existing under the laws of UNITED STATES OF AMERICA ..., and whose as dress is 3960 WEST 26TH STREET, CHICAGO, ILUNOIS 60623

Clender's Borrower owes Lender the principal sum of FORTY-SEVEN THOUSAND DOLLARS AND DO 100

47, 200, 200. This debt is evidenced by Berrewer's note dated the same date as Dollars (U.S.S. this Security Instrument ("Note"), which provides for monally payments, with the full debt, if not paid This Security Instrument secures earlier, due and nayable on February 5, 2013 to Lender (a) the repayment of the debt evidenced by the Note, wan 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 (i) the performance of Borrower's covenants and agreements under this Security Instrument and the Note For this purpose, Burrower does hereby mortgage, grant and convey to Lender the following described property located in

COOK COUNTY, COOK

County, Illinois

N THE E WEST HALF RANGE 13,

PERMANENT INSER TAX # 16 29 211 028 0000

which has the address of

2328 S 58TH AV

Illineis

61684

("Property Address").

[Zin Code]

ILLINOIS-Single Family -Fannie Mae Freddie Mac UNIFORM INSTRUMENT

Turm 3014 940

**BEastern** Software ITEM 1470 9-12

page 1 - 1 6 pages

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and

TOGETHER—WITH all the improvements now or hereafter creeded on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and actitions 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 berrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except to excumbrances 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

- 1. Payment of Principal and Interest: Prepayment and Late Charges. Betrower 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. 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 tuli, 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 flood insurance premiums, if any, (e) yearly morigage insurance premiums, if any, (e) yearly morigage insurance premiums, if any sums payable by Borrower to Lender, in accordance with the provisions of paragraph is in lieu of the payment of morigage insurance premiums. These items are called 'Escrew Items' Lender may, at any time of fleet and hold Funds in an amount not to exceed the maximum amount a lender for a federally related morigage from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. It 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 of the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a tederal agency, instrumentality, or entity (including Lender, it Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the escrowatens. Lender may not charge Borrower for holding and applying the Funds annually analyzing the escrowaccount, or verifying the fiscional lender may require Borrower to pay a onoting charge for an intependent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. This is an agreement is made or applicable law requires interest to be paid. Lender shall not be required to (ay florrower and interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid in the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Fords and the purpose for which each debit to the Funds was made. The Funds are piedged 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 applicable law. If he amount of the Funds held by Lender at any time is not sufficient to pay the fiscion letters 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 so 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. It, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by conder under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note, second, to amounts payable under paragraph 2, burd, to interest due, tourth, to principal due, and last, to any late charges due under the note
- 4. Chargest Liens. Borrower shall pay all taxes, assessments, charges, fires and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, it 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 lowed 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 evidencing the payments.

Betrower 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, the contests in good faith the hen by, or defends against enforcement of the hen in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the hen, or to secures from the holder of the hen an agreement satisfactory to Lender subordinating the hen this Security Instrument. If Lender determines that any part of the Property is subject to a hen which may attain priority over the Security Instrument. Lender may give Borrower a notice identifying the hen. Betrower shall satisfy the hen or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Instrance. Bottower shall keep the improvements move existing or hereafter erected on the Property instred against loss by fire, hazards included within the term "extended contrago" and any other hazards, including floods or the ding, 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 B rower subject to Lender's approval which shall not be unreasonably withheld. If B rower tails 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.

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 may make proof of loss it 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 alandons 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 rotice is given

Unless Lender and porrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly psyments referred to in paragraphs 1 and 2 or change the amount of the payments. It under paragraph 21 the Property is adquired 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, Pieservation, Maintenance and Protection of the Property: Borrower's Loan Application; Leaseholds, Borrower shall occupy, establish, and use the Property of Borrower's principal residence soil in 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, stherwise 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 determine 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 with judgment could result in fortesture of the Froperty or otherwise materially impair the lien created by this Security Instrument of Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph. 18, by causing the action of proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes terresture of the Borrower's interest in the Property of other material impairment of the hen 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 talse or inaccurate information or statements to hender for tailed to provide Lender with any material information, in connection, with the Joan 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, Botrower shall comply with all the provisions of the lease. It 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 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 torteiture or to entorce 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 a toris may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court paying reasonable altorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph." Lender does not held to do so

Any amounts disbursed by Lender under this paragraph. I 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 pay notice.

- 8. Mortgage Insurance. It 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 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 insurence 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 past 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 nortgage 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 printen agreement between Borrower and Lender or applicable low.
- 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.
  - 10. Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any Single Family -- Fannie Mae Freddie Mac UNIFORM INSTRUMENT -- Uniform Covenants 9.90 (page 3 of 6 pages)

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.

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 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, shall be reduced by the taking unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the taking unless Borrower and Lender otherwise agree in writing the taking divided by by the fair market value of ne Property immediately before the taking divided by by the 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 secured immediately before the taking unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the metics is given, Lender is authorized to college and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument. All either or not then due

Unless Lender and Fore wer 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 an ount of such payments

- 11. Borrower Not Released: Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by rea on of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising one 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 Sovie? 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 was 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, torbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges, It 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 to any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limit, will be refunded to Borrower. Lender may choose to make this retund 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 pripayment charge or der the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument, shall be given by delivering it or by mailing it by first class mail unless applicable, law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender—shall be given by tirst slow mail to Lender's address stated herein or any other address. Lender designates by notice to Borrower. Any notice provided for in any 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 tederal 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. It 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, required 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.

It 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 for such other period as applicable law may

specify for reinstatements before sale of the Property pursuant to any power of sale contained in this Security Instrument; or the

specify for reinstatement) before safe of the Property pursuant to any power of safe confained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower (a pays Lencer all sums which then would be due under this Security Instrument and the Note as it 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' tees, and (d) takes such action as Lender may reasonably require to assure that the Len 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 tuily 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 Sanstances, 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 Frighetty.

Borrower shall promptly give dender written notice of any investigation, claim, demand, lawsuit or other action by any givernmental or regulatory agency of private party involving the Property and my 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 indicessary 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 (asoline, kerosenz, either flammable or toxic petroleum products, toxic pesticides and herbicides volatile solvents, materials comaining asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, 'Environmental Law' means federal for and laws or the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration: Remedies. Lender shall give notice to Berrover prior to acceleration following Borrover'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 sale 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 foreclose 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, buy not limited to, attorneys' fees and costs of title e selence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall clear this Security Instrument

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

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

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement

the covenants and agreements of this Security I [Check applicable boxiess]	instrument as if the rider(s) were a part of the	s Security Instrument	
Adiustable Rate Rider	Condominium Rider	💢 1-4 Family Rider	
Graduated Payment Rider	Planned Unit Developme it Rider	Biweekly Payment Rider	
Ballown Rider	Rate Improvement Rider	Second Home Rider	
Contents: [specify]			
BY SIGNING BPLOW, Borrower acception any rider(s) executed by Borrower and records		contained in this Security Instrument and in	
Witnesses	Z		
Chi years	VICTOR SALT	(Seal) -Borrower	
	),c		
Lechter thi	CELIA SALTO	-Borrower	
ţ	40		
STATE OF ILLINOIS,	(Cale com	,	
de hereby certify that WOTOR SACTO	. — —	hand & safe,	
. per	onally known to me to be the same person so		
subscribed to the foregoing instrument, appeare	`	116	
and delivered the said instrument as	tree and voluntary	act, tilt the uses and purposes therein set	
	thin 12 days -X		
Given under my hand and official seal My Commission expires:		10/75	
The Commission of the Commissi	COURTE.		
· · ·	· · · · · · · · · · · · · · · · · · ·	Notary Public	
This instrument was prepared by	}(rnk	ore Title Income	
AGATHA V. STEINKE	3210	Brokers Title Insurance Co. 2215 York Road, Suite 418	
3960 WEST 26TH STREET (Address)	Oa	ak Brook, IL 60521	

#### 1-4 FAMILY RIDER

Assignment of Rents

Loan Number (18-97-1-35 43585-8

THIS 1-4 FAMILY RIDER is made this 12th day of February 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

SECOND FEDERAL SAVINGS AND LOAN ASSN

(the "Lender")

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

2328 S 58TH AV, CICERO IL 60634, IL 60664

[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 snall also constitute the Property covered by the Security Instrument, building materials, appliances and goods of every nature whatsoever how 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, fir and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water coosets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awarings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabine's, princing and at ached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be decided 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. Scriower stall not seek, agree to or make change in the use of the Property or its zoning classification, unless Leider has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and orquirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federa, law, Borrow any shall not allow any hen inferior to the Security Instrument to be perfected against the Froperty without Lender's prior written permission.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in a folition to the other hazards for which insurance is required by Uniform Cover and 5.
  - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is \$1.000.
- F. BORROWER'S OCCUPANCY. Unless Londer and Fortower otherwise agree in virting 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 world "lease" shall mean "sublease" if the Security Instrument is on a lease hold.

MULTISTATE 1 4 FAMILY RIDER-Fannie Niao Freddie Mac Uniform Instrument

Form 31"0 9.90

MEastern Software

Page 1 of 2 pages

To true the HOUSE BOOK FOR THE TO

#### UNOFFICIAL COPY 67216 and

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Ren's") 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. However, Borrower shall receive the Rents until (1) Lender has given Burrower notice of default pursuant to paragraph 21 of the Security Instrument and, (1) Lender has given notice to the tenant(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.

If Lender gives notice of breach to Borroweri (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sum's 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 tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written 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, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument. (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rints actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property 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 any Junds expended by Lettler 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 Lencer from exercising its rights under this paragraph.

Lender, or Lender's agent or a judicially appointed receiver, shell that be required to enter upon, and 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 may 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 reinedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the term, and covenants contained in pages 1 and 2 of this 1-4 Family Rider.

		/	(C <sub>2</sub>
1 to the second	(Scal)		(Scal)
VICTOR SALTO	Berrower	CELIA SALTO	-Bortower
	(Scali)		(Sea!)
	-Burrower		·B vrower
	(Scal)		(Scal)
	-Borrower		Bottower
			[Sign Original Only]
			Form 3170 9/90

Perche 2 of 2 pages

19011002 2012

GREATLAND

transcor (400 (Stable) Daniel (1994)