No. 4505300186

repared By: MARGIE D. SHACKELFORD

ST. LOUIS, MISSCURI

Citicorp Mortgage, Inc. P.O. Box 790021 M.S. 321

St. Louis, MO 63179-0021 Attn: Document Collection

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### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 13
The mortgagor is, AMADEO MARTINEZ AND ESPERANZA GONZALES December 13th, 1994

CITIBANK, F.S.B.

("Borrower"). This Security Instrument is given to \_ , which is organized and existing

THE UNITED STAYES OF AMERICA under the laws of THE UNITED STATES OF AMERICA
12856 NORTH OUTER FORTY DRIVE ST. LOUIS, MISSOURI 63141

\_, and whose address is ("Lender").

Borrower owes Lender the principal sum of

One Hundred Twenty One Thousand Two Hundred Fifty and 00/100

Oct.us (U.S. \$ \_\_1(1,250.00

\_\_\_\_\_. This dobt 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 January 1at, 2025

This Security Instrument and Lander (a) the repayment of the debt endenced 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) (n) performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does 'Lee's mortgage, grant and convey to Lender the following described property located in COOK.

TAX NO:18-24-121-026

THE SOUTH 10 FEET OF LOTS 8 ניים (EXCEPT THE SOUTH 5 FEET THEREOF) IN THE SUBDIVISION OF THE EAST 1/2 OF 3LCCK 5 IN EAST CHICAGO LAWN, BEING SWANNELL'S SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RAPJE 13, EAST OF THE THIRD of Conna PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLI, IOIS

DEPT-DI RECORDING

- T#0000 TRAN 0382 12/27/94 14:52:00
- 912 CJ \*-D4 COOK COUNTY RECORDER

6516 SOUTH FRANCISCO AVENUE CHICAGO which has the address of ... [Street] [City] 60632-\_ ("Property Address"); Minois

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easer rents, appurtonances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower variants 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 vin's limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS, Borrewer and Lender covenant and agree as follows:

1. 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. 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 in paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may attain priority over this Security Instrument as a ten on the Property. (b) yearly leasehold payments or ground rents on the Property, if any, (c) yearly fuzzind or property insurance premiums, (d) yearly flood insurance premiums, if any, (o) yearly mortgage insurance premiums, if any, and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage—insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan 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 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 expenditures of future.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this ban, 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 earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the

-Single Family-Fannie Mae/Freddle Mac UNIFORM INSTRUMENT ILLINGIS GFS Form - G000022

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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 Berrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking in equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in whiting, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking and 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 security in which the fair market value of the Property immediately before the taking is less than the amount of the security in the securit

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 tasts to respend to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not their due.

Unless Londer and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the duridate of the monthly payments referred to in paragraphs it and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amorpization of the sum's secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the FEU in of the original Borrower is successors in interest. Lender shall not be required to convenence processings 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 reason in any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remain any shall not be a warver of or princtude the exercise of any right or remains.
- 12. Successors and usigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bend and benefit this 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 correspond 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, orbear or make any accommodations with regard to the lights of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan socured by till's Socurity Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charge collected or to be collected in connection with the loan exceed the pointfield limits, then: (a) any such loan charge shall be reducer, by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permind in the strength to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permind will be reduced to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a 7 of set payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this. Security Instrument shall be given by delivering it or by making it by first class mail unless applicable taw requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designators 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 pray ded 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 Socially 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 Decumy 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 declar if 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 pair 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 3 curviy instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Institution.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall primitive 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 field enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable larry may specify for reinstalement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entity of a judgment enforcing this Security Instrument. Those conditions are that Botrower: (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 covernants 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 lier 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 reinstalement 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 Servicer. 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.

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Funds. Lender shall give to Borrow is visit out the suitable of the funds shows a result and debits to the Funds and like purpose for which each debit to it. Funds was made. The funds by proceed 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 faw, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable faw. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twolve mentily payments, at Lender's sole descender.

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 sums secured by this Security Instrument.

- 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 payable under paragraph 2, third, to interest due; tourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges: Liens. Borrower shall pay all taxes, assessments, charges, finds and empositions attributable to the Property which may attain priority over this Security Instrument, and teasehold payments or ground rints, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if nel paid in that manner, Borrower shall pay them on time directly to the purson owed payments. Borrower shall promptly turnish to Lender at notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly turnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any 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 faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or (c) secures from the helder of the lien an agreement statisfactory to Lender subordinating the lien to this Security Instrument. If Londer determines that appropring subject to a lien which may attain provity over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower a lief 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 withhold. If Borrower tails to maintain coverage rescribed 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 lost, Burrower 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 otherws) agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damagned, if the restoration or repair is one in occastly treasible and Lender's security is not leasened. If the restoration or repair is not economically treasible or Lender's security world be instrument, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any risk is a half to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance car iet his 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 Berrower otherwise agirte in virting, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 mild 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 acquireton 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 Protectic n of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sury days after the execution of this Security instrument and shall continue to occupy the Property as Borrower's principal residence of the action of the execution of this Security instrument otherwise agrees in writing, which consent shall not be unreasonably with left, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property allow the Property to deternize or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, which could result in forfeiture of the Property or otherwise materially impair the lein created by this Security instrument or Londer's socially interest. Borrower may cure such a default and reinstation, procludes for such of the Borrower's interest in the Property or other material impairment of the lien created by this Security instrument or Lender's occurry instrument or the Borrower's interest in the Property or other material impairment of the lien created by this Security instrument or Lender's social trip loan application process, gave materially take or inaccurate information or sitem into the borrower shall comply 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 in on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and this feet title shall not image unless Lender with
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the coverints 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 fortesture or to enforce laws or regulations), then Lender may (o 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 having any same sociated by a lender has promity over this Security instrument, appearing in court, paying reasonable attorneys fees and enturing 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 nobce from Lender to Borrower requesting payment.

- 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan same by this Society Insurance, solving required by Lender lapses or ceases to be in effect. Borrower shall pay the premium required by Lender lapses or ceases to be in effect. Borrower shall pay the premium required to obtain coverage standary equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfith of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in leur of mortgage insurance. Less reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- Inspection. Lander 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.
- t0. 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.

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20. Hazardous Substances. Borrower shall not cause or parmit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, not allow anyone dise to do, anything affecting the Property that is in violation of any Environmental Law. The proceeding 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 Emissionmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other temediation of any Hazardous Substance affecting the Property is necessary. Softower shall promptly take all necessary remedial actions in accordance with Environmental Law

An used in the paragraph 20. "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances, questine, foresente, other flammable or toxic petrofoum products, toxic petrofoun products, toxic petrofoun products, toxic petrofound herbicides, volatio solvents, materials containing antisets or fermilability or and radioactive materials. As used in this paragraph 20, "Environmental Law" means todoral laws and laws of the jurisdiction where the Property is located that relate to fealth, satisfy or environments. tal 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 tollowing Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law prevides 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 fallure 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 solventh of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the for closure proceeding the non-existence of a default or any other delense 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 under shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon pay ent o without charge to Borrower. Borrow ו hall	of all sums secured by this Security Instrument, Lespay any recordation costs.	nder shall release this Security Instrument
23. Walver of Homestead: Bo	orrower waives all right of homestead exemption in the	e Property
agreements of this Security Instrument as if t	are If one or mare nders are executed by Borrow of each much rider shall be incorporated into and shall be ind x(s) were a part of this Security Instrument.	rer and recorded togother with this Security amend and supplement the covenants and
[Check applicable box(es)]  Adjustable Rate Rider	Condominum Rider	X t-4 Family Briller
Graduated Payment Rider	1 1/2 med Unit Development Rider	Siweekly Payment Rider
Belloon Rider	Rute Improvement Rider	Second Home Rider
Other(s) (specify) ESCROW		
	cepts and agrees to the farm's and covenants contain	ned in this Security Instrument and in any
rider(s) executed by Borrower and recorded	with it	neo ii uus ocoaii, msiisiinii uu ii ur
Witnesses:	<b>4</b> /2-	
Church See	MA ADEC	MARTINES_ (Sea)
- the contract of the contract	AMADEC : ARTINEZ	-Borrower
$\mathcal{A}$		336-45-0162
$\mathcal{Y}$	Findence	Janetes 1900
	FESPERANZA GONZALES	-Sonower
	•	331-74-5235
		' (2
		(Seal)
		95.
	<del></del>	(Seal)
		-Borrower
	[Space Below This Line For Acknowledgment]	
STATE OF ILLINOIS.	O Cook County ss:	
that AMADED MARTINE 2. +	a Notary Public in an	d for said county and state, do hereby certify
that AMADEO MARTINEZ AND ESPERANZ	A GONZALES	,
IMANED MAKTINE 2 +	ESparan 2A personally known to r	ne to be the same person(s) whose name(s)
is/are subscribed to the foregoing instrument,	appgared before me this day in person, and acknowle	
signed and delivered the said instrument as	There and voluntary act, t	for the uses and purposes therein set forth
Given under my hand and official sea	ul, this 13th day of December, 1995	
My Corression expires:	Drue A	
The American and antiquest of the state of t	Plotary Public	
The instance of the	SEAL"	
The instrument was prepared by:	AND SEEMAN	
<u> </u>	National Additions	
	1	Form 3014 9/90 (page 4 of 4 pages)

Property of Cook County Clerk's Office

Loan No. 4505300186

### 1-4 FAMILY RIDER

**Assignment of Rents** 

THIS 1-4 FAMILY RIDER is made this 13th day of December, 1994	
and in incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Died (the 15x	ocurit,
Instrument") of the same date given by the underegned (the "Borrower") to secure Borrower's Note to	nder")
of the same date and covering the Property described in the Security Instrument and located at:	<u> </u>
6518 SOUTH FRANCISCO AVENUE, CHICAGO, ILLINOIS 60632-	
[Fraperty 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 describion, and shall also constitute the Property described 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 commodium, but the Property, including, but not limited to, those for the purposes of supplying or distributing beating, cooling, electricity, gard or are and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heater a valer closus, sinks, ranger, stored, indigenators, dishwashers, disposals, washers, dryers, awrings, storm windows, storm doors, screeks, plinds, 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 this Security Instrument. All of the foregoing together with the Property described in the Security Instrument for the leasehold satate if the Security Instrument is on a leasehold) are referred to in this 1-4 Earwly Rider and the Security Instrument as the "Property."
- B. USE OF PROPERTY; COMFUANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lande has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as numerited by federal law, Borrower shall not allow any lien interior to the Security Instrument to be perfected against the Property without Lendin's prior written permission.
- D. RENT LOSS INSURANCE. Borrower shall naintein insurance against rent loss in addition to the other hizzards for which insurance is required by Uniform Covenant 5.
  - E. "BORROWER'S RIGHT TO REINSTATE" DELECTED. Uniform Covenant 18 is deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and Porrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.
- G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower anall assign to Lender all leases of the Property and as 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 reases; in Lender's sole discretion. As uned in this paragraph G, the world "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

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

Borrower absolutely and unconditionally assigns and transfers to Eunder 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. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender 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 Borrower: (i) all rents 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 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 agent 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 larvied to, attorney's fees, receiver's fees, promiums on receiver's bonds, regain and maintenance costs, insurance promiums, 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 fine to account for only those Rents 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 in-

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

Borrower represents and ...ur ...ts 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 jr. dically appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Bc., ower. However, Londer, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Hents shall not cure or waive any default or invalidate any other right or remedy of Londer. 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 an items and provisions contained in this 1-4 Family Rider.

(Seal)

AMADEO MARTINE?

(Seal)

ESPERANZA GONZALE (Seal)

(Seal)

-Borrower

(Seal)

-Borrower

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#### **ESCROW RIDER**

This Escrow Ride, is made this 13th\_day of <u>December</u>, 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") or the same date given by the undersigned ("the Borrower") to secure the Borrower's Note to CLTEANK, F.S.B.

12855 NORTH OUTER FORTY DRIVE, ST. LOUIS, MISSOURI 63141

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

#### 6518 SOUTH FRANCISCO AVENUE, CHICAGO, IL 60632-

Paragraph 2 of the Security Instrument is hereby replaced with the following:

2. Funds for Taxes and Insurance. 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") equal to Lender's estimate, as described below, of: (a) one-twelfth of each type of yearly taxes and assessments which may attain priority over this Security Instrument; (b) one-twelfth of the yearly lequebold payments or ground rents on the Property, if any; (c) one-twelfth of the yearly hazard or property insurance premiums; (d) one-twelfth of the yearly flood insurance premiums, if any; (e) one-twelfth of the yearly mortgage insurance premiums, if any; and (f) one-twelfth of any similar items which are commonly (a) paid by borrowers to lenders, whether now or in the future, in connection with a secured debt.

The items described in (a) - (f) are called "Escrow Items".

The Funds shall be placed in an account ("Escrow Account") at an institution, whose deposits are insured by a federal agency, instrumentality or entity (including Lender, if Lender is such an institution) or at any Federal Home Loan Bank. Lender may charge Borrower for holding and applying the Funds, analyzing the Escrow Account and verifying the Escrow Items, and Lender may require Porrower to pay a one-time charge to establish a real estate tax reporting service used or provided by Lender in connection with this loan. Lender shall not be required to pay Borrower any interest or earnings on the Funds.

Lender shall annually analyze the Escrow Account to determine the adequacy of the monthly Funds being collected for each Escrow Item; at its option Lender may analyze the Escrow Account more frequently. Lender shall estimate the amount of Funds needed in the Escrow Account, to pay future Escrow Items when due, on the basis of: (i) current data, including the anticipated disbursement dates for each Escrow Item; (ii) reasonable estimates of expenditures of future Escrow Items; (iii) the time interval between disbursements for each Escrow Item; and (iv) the amount of Funds in the Escrow Account for each Escrow Item at the time Lender analyzes the Escrow Account. Lender and Borrower agree that Lender's estimate of the amount of Funds needed in the Escrow Account is an approximate calculation. At any time if the amount of Funds in the Escrow Account for each Escrow Item will not be sufficient to pay each Escrow Item when due, Lender may notify Borrower in writing and may h) require Borrower to pay Lender the amount of the deficiency. Borrower shall be in default it, after receipt of notice from Lender, Borrower fails to timely pay Lender the amount of the deficiency. At Lender's sole discretion, Borrower may repay any deficiency in no more than 12 monthly payments. If Lender's Escrow Account analysis indicates that the Funds in the Escrow Account for each Escrow Item exceed... the amount Lender estimates is needed to pay each future Escrow Item when due, Lender shall refundany such excess to Borrower within 30 days of the Escrow Account analysis. In addition to the Punds estimated as described above, and to ensure that the Funds in the Escrow Account will be sufficient to pay Escrow Items when due, Lender may require Borrower to maintain in the Escrow Account an additional balance of Funds not to exceed 2 monthly escrow payments.

MB-1493 Page 1 of 2 pages

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Lender shall apply the Funds to pay the Escrow Rems when due. Lender shall give to Borrower an annual accounting of the Escrow Account, showing credits and debits to the Escrow Account and the puipose for which each debit from the Escrow Account was made. The Funds in the Escrow Account are pindiged to Lender as additional security for all sums secured by this Security Instrument. Upon payment in full of all sums secured by this security Instrument, Lender shall refund to Borrower any Funds held by Lender. Such refund shall be made within 30 days of Borrowar's payment of all sums secured by this Security Instrument. 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 account and the sums secured by this Security Instrument.

Lender's and Bor over's covenants and agreements under this paragraph 2 are subject to applicable state and federal lair.

By signing below, Borrow's accepts and agrees to the terms of this Escrow Rider.

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S) FRANZA GONZALES	Borrower
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