UNOFFICIAL C

This Instrument Was Prepared By: ANJUM COFFLAND

When Recorded Mail To

FIRST NATIONWIDE MORTGAGE DOCUMENT CONTROL P.O. BOX 348450 SACHAMENTO, CA 95834-8450 THE PARTY WITTER AND

DEPT-01 RECORDING 146666 TRAN 3140 12/29/94 16142100 45987 # LC #-04-082999 COOK COUNTY RECORDER

(Space Above This Line For Recording Date)

DOC. 020

MORTGAGE

MAI THIS MORTGAGE ("Security Instrument") is given on PAUL GALLEGOS, A BACHELOR

DECEMBER 12, 1994

("Borrower"). This Security Instrument is given to FIRST NATIONWIDE MORTGAGE CORFORATION under the laws of THE STATE OF DELAWARE WEST SACRAMENTO, CA 95605

which is organized and existing , and whose address is 860 STILLWATER ROAD,

("Lender"). Borrower owes Lender the principal sum of

TWO HUNDRED SIXTY ONE THOUSAND TWO HUNDRED FIFTY AND 00/100

Dollars (U.S. \$ = = = = 261, 250, 00). This debt is evidenced by

Borrower's note dated the same date as this Security Indexement ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 01 2025 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, (a) all renewals, extensions and modifications of the Note; (b) the payment of . This Security Instrument secures to Lender: (a) the 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:

ADE CONTRACTOR OFFICE AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

PERMANENT INDEX NUMBER:

14-18-317-047

which has the address of

4100 N. BELL 60618-0000 CHICAGO, IL

("Property Address");

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend.

generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations. by jurisdiction to constitute a uniform security instrument covering real property.

CLOSER ID: 10492 FNMA/FHLMC Uniform Instrument 3014 9/80

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COPY 01 OF 03

Loan # 0003538022

Copies: 1 of 3 - Return to Lender

2 of 3 - Borrower





\$37,50

Property of Cook County Clark's Office

Lot 402 in Rudolph's Subdivision of Blocks 6 and 7 in W. B. Ogden's Subdivision of the Southwest 1/4 of Section 18, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

LN# 0003538022

Property of County Clerk's Office

UNIFORM COVENANTS, Borrower 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 is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums;(d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 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 foan may require for Borrower's secrew account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. paragraph 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 Escrow Items or otherwise in accordance with applicable law.

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 loan, unless applicable law province herwise. 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 Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security

Instrument.

If the Funds held by Len or exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with like populaments of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount eary to make up the deficiency. By cower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secures by this Security Instrument, Londor 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 si leas 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;

fourth, to principal due; and last, to any late charges due ur der the Note.

4. Charges; Liens. Borrower shall pay all taxes, as ments, 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 amount to be paid under this paragraph. If Borrower makes these payments

directly, Borrower shall promptly furnish 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 acceptant 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 of in operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice 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 austing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any exp bazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the prieds 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 mort tage plause. Lender shall have the right to hold the policies and renewals. It Lender requires, Borrower shall promptly give to Lender all recalities 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 of the Property damaged, if the restoration or repair is economically teasible 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 Lander, 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; Leasehold. 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 Londor 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 judgement 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 Loan # 0003538022 CLOSER ID: 10492

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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 Lendor'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. It, for any reason, the mortgage insurance coverage received by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalatt) 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. It substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borry's when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lies of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in an amount and for the period that Lender requires) provided by an insurer approved by the Lender again becomes available and is obtained. Be rever shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mor grige insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent my make reasonable entries upon and inspections of the Property. Lender shall give Borrower

notice at the time of or prior to an inspection applicating reasonable cause for the inspection.

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 corvey ince 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 immediately before the taking, unless Borrower and Lender otherwise agre-in writing, 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, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Linder 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 rater 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 then due.

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 such rayments.

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 succession interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall on be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify an ortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Corsigners. The covenants and preements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of the provisio covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but do a cot 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) cr es that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security

Instrument or the Note without that Borrower's consent.

13. 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 limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded 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 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 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 first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been

given to Borrower or Lender when given as provided in this 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.

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Lean # 0003538022

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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 judgement 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 occured; (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 occured. However, this right to reinstate shall not apply in the can 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 44 formand 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 Substancer, By rower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrover shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The proceding 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 learn , or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Troperty 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, a rosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formuldehyda, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the juri diction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrover prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in accommand the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The netice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure properties the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cared on or before the date specified in the notice, Londer at its option may require immediate payment in full of all sums securidby this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding, Londor shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including but not fimited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release "in Security Instrument without

charge to Borrower. Borrower shall pay any recordation costs.

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

24. Riders to this Security Instrument, If one or more riders are executed by Borrower and recorded for other with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and suppliment the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable bar(s))

Adjustable Rate Rider Graduated Payment Rider Balloon Rider	Condominium Rider Planned Unit Development Rider Convertible Rider	1-4 Family Rider Biweekly Payment Rider Second Home Rider
Other(s) enocify	L_1 Convertible Rider	

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

low (questroos	12-12-9
PAUL GALLEGOS	Dete
	Dete
	Date
90	
(Space Selow This Line For A	Data
Ox	CONTRACTOR OF THE PROPERTY OF
STATE OF ILLINOIS	
COUNTY OF COOK	
I, CAYL R. MATTES, A NOTARY PUBLIC IN AND FOR S	SAID COUNTY AND STATE DO HEREBY CERTIFY
PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FORECOING IN PERSON, AND ACKNOWLEDGED THAT THEY SIGNED AND DIFFREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES TAIL GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS	elivered the said instrument as their
MY COMMISSION EXPIRES: Lou R	Nathar.
/ -	NOTARY PUBLIC

OFFICIAL SEAD CARL A MATTES NOTARY PUBLIC, STATE OF ILLIN 318 }

COPY 01 OF 03

0003538022

RIDER TO SECURITY INSTRUMENT

This Security Instrument Rider is attached to and made a part of a Security Instrument (Deed of Trust, Mortgage or Deed to Secure Debt) dated DECEMBER 12, 1994 given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST NATIONWIDE MORTGAGE CORPORATION

(the "Lender") of the same date and shall be deemed to amend and supplement said Security Instrument.

Amended and Supplemental Provisions: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ASSUMPTION

Lender will consent to a transfer of the property subject to the Security Instrument if (i) the credit of Borrower's successor in interest the Lender's then current underwriting criteria; (ii) Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender; and (iii) Borrower's successor in interest pays to Lender an assumption fee in an amount requested by Lender, which shall not exceed the amount requested by Lender for similar transactions.

B. INTEREST RATE AND PAYMENT ADJUSTMENTS. The following paragraph is hereby added to the Security Instrument:

INTEREST RATE AND PAYMENT ADJUSTMENTS. The Promissory Note encured by this Security Instrument contains the following provisions:

"3. INTEREST RATE ADJUSTMENTS

(A) Definitions

THE "INDEX" IS THE WEEKLY AVERACE VIELD ON UNITED STATES TREASURY SECURITIES ADJUSTED TO A CONSTANT MATURITY OF 1 YEAR, AS PUBLISHED BY THE FEDERAL RESERVE BOARD (BU) GENERALLY NOT PUBLISHED UNTIL ONE WEEK AFTER IT IS MADE AVAILABLE). THE MOST RECENT INDEX FIGURE PUBLISHED AS OF THE DATE 45 DAYS BEFORE EACH CHANGE DATE IS CALLED THE "CURRENT INDEX." IF THE INDEX IS NO CONGER PUBLISHED THE NOTE HOLDER WILL CHOOSE A NEW INDEX WHICH IS BASED UPON COMPARABLE INFORMATION. THE NOTE HOLDER WILL GIVE ME NOTICE OF THIS CHOICE.

"MARGIN" The Margin is 3.000%.

"FULLY INDEXED RATE" is the sum of the applicable Index value plus the Margin

"INTEREST RATE" means the annual rate of interest charged on the principal balance of the loan from

"INITIAL INTEREST RATE" means the Interest Rate charged as of the date this Note is executed as shown in Section 2.

"CHANGE DATE" means each date on which the Interest Rate could change, which is the date on which every TWFLFTH regularly scheduled monthly payment is due.

"THEN CURRENT INTEREST RATE" means, for the period prior to the first Interest Adjustment Date, the Initial Interest Rate. Thereafter, it means the Interest Rate after the most recent Change Date.

"PAYMENT ADJUSTMENT DATE" means the date on which each Payment Adjustment shall be effective, namely the first day of the month following each Change Date.

CLOSER ID: 10492

Loan # 0003538022

Advantage

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L1117 (RO6) 8/94 NATIONWIDE

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Property of Cook County Clerk's Office

(B) Interest Rate Adjustment:

I understand that on each Change Date, the Note Holder shall decrease, or may at its option, increase the Interest Rate as follow. Before each Change Date, the Note Holder will calculate the new Interest Rate by adding the Margin stated in the Loan Approval Letter and in the Current Index to arrive at the Fully Indexed Rate. The Note Holder then rounds the Fully Indexed Rate to the nearest one-eighth percentage point (0.125%). This rounded amount, subject to the following limitations, will be the new Interest Rate until the next Change Date. The Interest Rate will never be increased or decreased on any single Change Date by more than IWO percent from the rate of interest in effect during the preceding IWELVE months. The Interest Rate will never be more than 11.750%. It will never be less than 5% below Initial Interest Rate. The fact that the Note Holder may nothers invoked a permissible increase in whole or in part shall not be deemed a waiver of the Note Holder's right to invoke such an increase at a later time."

"4, PAYMENTS

(C) Ameunt of Monthly Payments.

Memin's installments of principal and interest will be due on the first day of each month. Commencing on (date set forth in the Note), my monthly payments will be U.S. \$ (amount set forth in the Note), subject to adjustment as follows: as of each Change Date, the amount of the monthly installments of principal and interest will be increased or decreased to an amount sufficient to repay the remaining Principal Balance in full at the Ther Current Interest Rate in substantially equal payments by the Final Payment Date (a "Payment Adjustment") Each Payment Adjustment shall be effective on the first day of the month following each Change Date."

IN WITNESS WHEREOF, Borrower has execu ed this Security Instrument Rider.

12-12-94 (Soot)	
(Seel) Date	PAUL GALLEGOS.
(Seel)	
Date	
(Seal) Date	
(Seal)	
0	

CLOSER ID: 10492
Advantage
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1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 12TH day of DECEMBER, 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Frust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST NATIONWIDE MORTGAGE CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 4100 N. BELL

CHICAGO, IL 60618-0000

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument,

Borrower and Lenge Turther 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 ilmited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and right, fire prevention and extinguishing appearatus, security and access control appearatus, 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 colored 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. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body

applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrow's shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Leguer's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deletra.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants

and agreements set forth in Uniform Covenant 8 shell remain in effect.

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

Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely end unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. 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.

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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 Rants due and unpaid to Lender or Lender's agents, upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rants 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 Rants, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintainance 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 or 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 inadequacy of the Property as security.

If the Relits 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 Lenders 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 judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or varive any default or invalidate any other right or remedy of Lander. This assignment of Rents of the Stoperty shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's defruit or breach under any note or agreement in which Lender has an interest shall be a breach under the Scoulty 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.

	(O//_	12-12-84
PAUL GALLEGOS.	O _c	(Seal) Date
		(Seel) Date
	•	(Seat) Data
		(Seal) Cate SS

CLOSER ID: 10492

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