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This instrument was prepared by: MARGARETTEN & COMPANY INC 887 E WILMETTE ROAD PALATINE IL MORTGAGE 6086685 September THIS MORTGAGE ("Security Instrument") is given on The mortgagor is JAVIER L RAMIKEZ, AND CARMEN M RAMIREZ, HIS WIFE ("Borrower"). This Security Instrument is given to MARGARETTEN & COMPANY, INC., a corr or tion which is organized and existing under the laws of the state of New Jersey, and whose address is 280 Maple Street, re. h Amboy, New Jersey 08862 ("Lender"). Borrower owes Lender the principal sum of Fifty-Seven Thousand, and 00/100 D hars (U.S. \$ 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 October 1st, 2016. This Security Instrument secures to Lender: (a) the repayment of the decreevidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other st ms, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Burnower's covenants and agreements under this Security Instrument and the Note: For this purpose, Borrower does hereby morigege, grant and convey to Lender the following described property located County, Illinois: in LOT 42 (EXCEPT THE NORTH 3 FEET) AND THE NORTH 8 FEET 6 INCHES OF LOT 41 IN BLOCK 8 IN THE CHICAGO LAND INVESTMENT COMPANY'S SUBDIVISION IN THE NORTHEAST 1/4 UP SECTION 33, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. DEPT 4 1 RECORDING \$14.25 702222 RAY 0 107 09/10/86 09:57:00 1851 B B B G 404182 COOK COULT RECORDER

which has the address of

2243 N LARAMIE

CHICAGO, IL 60639

State
City, State
Property Address

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 selsed 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.

ILLINOIS—SINGLE FAMILY—FNMA/FHLMC UNIFORM INSTRUMENT

1L-709 (Rev. 7/84) Replaces IL-705

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PALATINE, IL 60067 S87 WILMETTE ROAD, SUITE F. COMPANY, INC. MARGARETTEN &

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free and voluntary act. for the uses and purposes therein set fort. Defore me this day in person; and acknowledged that he; she; they grad delivered the said instrument as his; her; their personally known to me to be the same person(s) whose neme(s) is (are) subscribed to the foregoing instrument, appeared

DAVIER L'ERMIREZ AND CARMEN M'ACMIREZ HIS MIFE

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Lathe Undersigned, and to have been and for and county and state, do hereby certify that

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CARMEN N RANIBEZ, HIS DIFE Name of the second of the contract of the cont

and in any rider(s) executed by Borrower and recorded with it. BK ZICHING BELOM, Borrower accepts and agrees to the terms and coverants contained in this Security Instrument

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ment the coverants and agreements of this Security Instrument as if the fider(s) were a partiouthis Security instrument Security Instrument, the coverants and agreements to ach such rider shall be incorporated and supported and supported from the coverant shall among a supported and suppor 23. Riders (o. this Security Instrument, Il one or more riders are executed by Borrower and recorded together with this 22, Walver of Homestead, Borrower, waives all right of homestead exemption in the Property.

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 and

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") equal to one-twelfth of (a) yearly taxes and o assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, If any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may

estimate the Funds due on the basis of current data and reasonable estimates of future escrow items plant

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (in cluding Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable lay remits Lender to make such a charge Borrower and Lendermay, agree in writing that interest shall be paid on the Funds. 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. 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 the sums secured by this Security In-

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall excee i the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when the Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

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, 19.10. Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this

Security Instrument.

3. Application of Payments. Ur es applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under

paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all it is, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that runn er, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of an ounts to be paid under this paragraph. If Borrower makes these payments directly, Bor-

rower shall promptly furnish to Lender receipts evider in g the payments. Borrower shall promptly discharge any lien which har 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 forfeiture of any part of the Property; or (c) secures from the holder of the lien in 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 impliging Borrower placific identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 100 days of the glying of indices with the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 100 days of the glying of indices with the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 100 days of the glying of indices within 100 da

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rower subject to Lender's approval which shall not be unreasonably withheld 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 carrie, and Lender, Lender may make proof of loss if not

made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not essened. If the restoration or repair is not

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 reagraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition

shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substanticity thange the Property allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply out the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in

7. Protection of Lender's Rights in the Property; Marigage Insurance. 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 to enforce laws or regulations), then Efficiently and pay for whateverde recessary 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 this repairs, the property to make repairs. Although Lender may face action, the property to make repairs. Although Lender may face 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.

* 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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower. rower's and Lender's written agreement or applicable law.

8. 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.

9. Condemnation. The proceeds of any award or claim for dumages, 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 pender.

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, unless Borrower and Lender otherwise agree

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cpeise to goilowel goilowel shall bay any recordation costs. 23. Referee. Door payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without epign upon the Property of and manageine Property and to collect the rents of the Property including those past due. Any rents collected including, but lender or the receiver's rees, premiums on receiver's bonds and treast of the Property and collection of rents, including, but straight receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but straight of the Property and collection of rents, including, but straight of the Property and collection of the P 20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expira-tion of any period of redemption following judicial sale; Lender (in person, by agent or by judicially appointed receiver) shall be entitled to further demand and may foreclose this Security Instrument by Judicial proceeding. Lender shall be entitled to collect and costs of title evidence. existence of default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date of the default or any other default but of the default of all and secured by this Secured on the notice of without of the notice of the secured by the secured of the default of the def non sai gaibescorq enecicent in form of the right to relate after weceletation and the right in the force of my or of including the modern of the right to remain and the englishment of the proceeding the modern of the modern o may result in acceleration of the sums secured by this Security Instrument, foreclosure by Judicial proceeding and sale of the Property. The Sizen to morrower, by which the detault must be cured; and (d) that failure to cure the detault on or before the date specified in the notice be MON-UNIFORM COVENAVIS. Borrower and Lender, Jurther covenant, and agree as following Borrower's byt ach of any covenant or agreement in this security hastrument (but not prior to accepting the molice shall specify; (a) the default; (b) the action required forces. The molice shall specify; (a) the default; (b) the action required forces the default; (c) adate, not less than 30 days from the default of the molice is a shall specify; (b) the default in must be cured; and (d) that default; (c) adate, not less than 30 days from the default of the molice is a shall specify; (b) which the default must be cured; and (d) that default is default or an adaptate and (d) that default is default or a shall specify; by which the default must be cured; and (d) that default is default or a shall specify; by which the default must be cured; and (d) that collecting the default of the good of the collecting that the default of the cured; and (d) that collecting the default of the collecting that the default of the cured; and (d) the default of the collecting that the default of the cured; and (d) the default of the cured that the default of the collecting that the default of the cured; and (d) the default of the cured that the cured tha NON-INILORM CONENANTS, Bollower and Lender Introc. coverail and agree as follows: " Z-Borrower the case of acceleration under paragraphs 13 or 17. obligations secured hereby shall remain fully effective as if no acceleration had occurred However, this 1:21, a reinstate shall not apply in Instrument and the Note had no acceleration occurred; (b) cures any default of any other covens or agreements; (c) pays all expenses including this Security Instrument, including, but not limited to, reasonable attorneys! [20, 3] takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Prop 1. v and Borrower!s objugiton 19, pays. the sums secured by this Security Instrument shall continue unchanged. Upon rematerment by Borrower, n.i. Security Instrument shall not apply in loccing this Security instrument. Those conditions are that Bottower. (a) pays Lender all sums. A childen would be due under this Security instrument. Those conditions are that Bottower. (a) pays Lender all sums. A childen would be due under the security of the sum of the su 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 remains discontinued at any lime, prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for remains the Security Instrument; or (b) entry of a judgment emission before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment emission of the Security Instrument; or (b) entry of a judgment emission of the Security Instrument; or (b) entry of a judgment emission of the Security Instrument or the security of a judgment of the security instrument or the security in the security instrument or the security in the security instrument or the security in the security in the security further notice or demand on Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any renders permitted by this Security Instrument without days from the date the notice is delivered or mailed within which Borrower must far aums secured by this Security Instrument. If Borrower If Lender exercises this option, Lender shall give Borrower notice of accie at on. The notice shall provide a period of not less than 30 consent, Lender may, at its option, require inmediate payment in full of ... sums secured by this Security Instrument. However, this option affall not be exercised by Lender it exercise as prohibited by federal law said it is edate of this Security Instrument. However, this option transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written 17. In ranger, of the Property or a Beneticial interest in Bor owe. It all or any part of the Property or any interest in it is sold or

16. Borrower's Copy. Borrower shall be given one conformed to by of the Note and of this Security Instrument. Governing Law; Severability. This Security fast are not shall be governed by sederal law, and the law, of the jurisdiction in the conflict and the law is any provision or clause. The Note which can be given effect other provisions of this Security Instrument of the Note of the conflicting provision. To do not some provisions of this Security Instrument of the Note of the Security Instrument and the provision of the Security Instrument and the provision of the Security Instrument with the Note of the Security Instrument with the Security Instrument and the Security Instrument with the Security Instrument with the Security Instrument of Borrower for Lender When given as provided in this per stripher provided in 1990, 1964 to the good and resemble and dress; Lender designates; by notice: to Borrower, Any artire provided for in this Security Instrument shall be deemed to have been given to mail unless applicable, law requires use of ano her, nethod. 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 mall to Lender's address or any other address. Borshall take the steps specified in the second o 18 sinh of paragraph 17.

14. Molices. Any notice to Borrower previous for in this Security Instrument shall be given by delivering it or by mailing it by first class sums secured by this Security Instrumen, and may invoke any remedies permitted by paragraph 19, If Lender exercises this option, Lender Note contribution Affecting Lenger's Rights: It enactment or expiration of applicable laws may require immediate payment in full of all Note contributions and in full of all

partial prepayment without any t ce payment charge under the Note. the principal owed under the sore r. by making a direct payment to Borrower. If a retund reduces principal the reduction will be treated as a collected from Borrower, which acceded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing The Charges of the court of the courty instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so, in. it sinterpreted finitis and the permitted limit; and (b) any sums already such loancy such loancy such loancy such is an all be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already and such such that the reduction of the permitted limit such a permitted limit is all be reducing the reduction of the permitted limit is all be reducing the reducing th

rower may agree of er's consent; rend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument of the Note. Instrument; (b) is no ripersonally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Bor-Egning this Security Instrument only to mortgage; grant and convey that Borrower's interest in the Property under the terms of this Security shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's coverants shall be joint, and several. Any Borrower who co-signs this Security Instrument but does not execute the Motes of 18 is co-

reason of any demand made by the original Borrower or Borrower's successors in interest. Any lotbearance by Lender in exercising any right or remedy, shall not be a waiver of or, preclude, the exercise of ranking and several Liability; Co-signers. The covenants and agreements of this Security Instrument of the same and several Liability; Co-signers. The covenants and agreements of this Security Instrument of the same and several Liability; Co-signers. The covenants and agreements of this Security Instrument of the same and several Liability. ceasor includerest of refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by hability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any suc-*Unless Lender and Borrower officiwise agree in writing, any application of proceeds to principal shall not extend or postpone the date of the mouthly payments referred to in paragraphs I and 2 or change the amount of such payments or modification of amount of the inne for payment or modification of amount of the sums secured by this Security Instrument granted by Lender to any successor in inferest of Borrower shall not operate to release 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 Borrowers in interest to any successor in interest of Borrower shall not operate to any successor in interest of Borrower or Proceedings against any successor in the required to commence proceedings against any successor of the required to commence proceedings against any successor of the required to commence proceedings against any successor.

whether or not then due and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or setile a claim for damages, Borrower falls to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect before the taking. Any balance shall be paid to Borrower

in writing, the sums secured by this Security Instrument shall be reduced by the smount of the proceeds multiplied by the Property Immediately (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property Immediately

60866685

THIS 2-4 FAMILY RIDER is made this 08th

day of

September

19 B6, 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 MARGARETTEN & COMPANY, INC., a corporation organized and existing under the laws of the state of New Jersey (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2243 N LARAMIE , CHICAGO, IL 60639

Property Address

2-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the security Instrument, Borrower and Lender further covenant and agree as follows:

- A. 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.
- B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- C. 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.
- D. "BORROWER'S RIGAT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGMNENT OF LEASON. 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 leaser and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" in the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or 'Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the S curity Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (17.1) rents received by Borrower shall be held by Borrower as trustee for 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; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the ren's and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receive, may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other sight or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 2-4 Family Rider.

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•	JAVIER L RAMIREZ/	L.S.	
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