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208251
095826112

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 20
19 86 The mortgagor is JESUS RIVERA, BACHELOR

("Borrower"). This Security Instrument is given to UNITED SAVINGS OF AMERICA

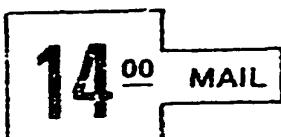
which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is
4730 WEST 79TH STREET
CHICAGO, ILLINOIS 60652 ("Lender").

Borrower owes Lender the principal sum of TWENTY EIGHT THOUSAND SEVEN HUNDRED AND NO/100---

Dollars (U.S.) 28,700.00. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if no: paid earlier, due and payable on APRIL 1, 2015. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property

located in COOK County, Illinois
LOT 49 IN BLOCK 3 IN VAN SCHAACK AND HERRICK'S SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

T8LTTF-1-86-12 02264 8 12 00
16/99444 TRAN 0256 03/24/86 10:18:00
DEPT-91 RECORDING \$14.40



16-02-204-049-0000 48.

which has the address of 3502 WEST LE MOYNE CHICAGO
[Street] (City)
Illinois 60651 ("Property Address");
(Zip Code)

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 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.

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UNITED SAVINGS OF AMERICA
1300 EAST IRVING PARK ROAD
STREAMWOOD, ILLINOIS 60103

RECORD AND RETURN TO:

STREAMWOOD, IL 60103

PREPARED BY:

My Commission expires: 6/25/89

Given under my hand and official seal, this

day of March, 1986.

signed and delivered the said instrument as 4/15 force and voluntary act, for the uses and purposes herein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he

personally known to me to be the same person(s) whose name(s) is

do hereby certify that JESUS RIVERA, BACHELOR
. a Notary Public in and for said county and state.

County ss:

STATE OF ILLINOIS.

Cook

useless

[Space Below This Line for Acknowledgment]

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

JESUS RIVERA/BACHELOR
(Seal)

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

Other(s) [specify]

Graduated Payment Rider

Planned Unit Development Rider

Adjustable Rate Rider

condominium Rider

~~K-A~~ Family Rider

~~K-A~~ Right of First Refusal Rider

~~K-A~~ Prepayment Rider

~~K-A~~ Non-Recourse Rider

~~K-A~~ Escrow Rider

~~K-A~~ Prepaid Premium Rider

~~K-A~~ Prepaid Interest Rider

~~K-A~~ Prepaid Premium Rider

~~K-A~~ Pre

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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'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 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.

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 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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the 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 payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by 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.

11. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit, i.e., successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only 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, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. 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.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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.

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

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

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. These conditions are that: Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

7. Protection of Lennder's Rights in the Property: If Borrower fails to perform the contract shall not merge unless Lennder agrees to the merger in writing.

Instruments must immediately prior to the acquisition.
6. Reservation and Retainage of Property: Lesseholders. Borrower shall not destroy, damage or subdivide
change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold and
Borrower shall comply with the provisions of the lease. And if Borrower acquires fee title to the Property, the lesseehold and

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or
where true notice is given.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair of the Property damaged, if the restoration of repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible and Lender's security is not lessened, if the restoration or repair is not economically feasible and Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, which ever of the two day period will begin earlier to satisfy a claim, when Lender may collect the insurance proceeds. Lender may use the proceeds to repair or abandon the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, when Lender may collect the insurance proceeds. The day period will begin earlier to satisfy a claim, when Lender may collect the insurance proceeds. Lender or not when due. The day period will begin earlier to satisfy a claim, when Lender may collect the insurance proceeds. Lender may use the proceeds to repair or abandon the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, when Lender may collect the insurance proceeds. The day period will begin earlier to satisfy a claim, when Lender may collect the insurance proceeds. Lender or not when due.

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 policy and renewals until notice to Lender, and shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall promptly give to Lender all make proof of loss, if not made promptly by Borrower.

5. Hazard Insurance. Borrower shall keep the insurance now existing or hereafter effected on the Property insured against loss by fire, hazards included within the term, "catastrophe coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount of \$_____ and shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

Borrower shall prominently over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation incurred by the licen in a manner acceptable to Lender; or (b) consents in good faith the licen by, or deems it necessary to remit to the licen in legal proceedings which in the Lender's opinion operate to frustrate the rights of the obligee in the obligation incurred by the licen in a manner acceptable to Lender; or (c) secures from the licen in good faith the payment of the obligation incurred by the licen in a manner acceptable to Lender.

Any Funds held by Lender in trust for an account of any beneficiary shall be held by Lender until such time as the beneficiary has received notice of the existence of such funds.

If the amount of funds held by Lender, together with the future monthly payments of funds payable prior to the due dates of the borrowings, shall exceed the amount required to pay the accrued interest when due, the excess shall be at Borrower's option, either promptly repaid to Lender or credited to Borrower on monthly payments of funds. If the amount of the funds held by Lender is not sufficient to pay the accrued interest when due, the excess shall be advanced up to the deficiency in one of the following ways:

Each member of the Fund shall be liable for his or her own debts, taxes and expenses, whether incurred in his or her individual or corporate capacity, and no creditor of any member shall have any right against the Fund or any other member.

one-twelfth of: (a) yearly taxes and assessments which may attain priority over this security instrument; (b) yearly leasehold payments of ground rents on the property, if any; (c) yearly hazard insurance premiums; and (d) mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on bases of current data and reasonable estimates of future escrow items.

1. Payment of Principal and Interest Prepayment and Late Charges.
2. Funds for Taxes and Liens.

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24 FAMILY RIDER 11731
(Assignment of Rents)

THIS 2-4 FAMILY RIDER is made this 20TH day of MARCH 1986 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 UNITED SAVINGS OF AMERICA of the same date and covering the property described in the Security Instrument and located at:

3502 WEST LE MOYNE, CHICAGO, ILLINOIS 60651
(Property Address)

16-02-204-049-0000

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 RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

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


JESUS RIVERA / BACHELOR

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

RECORD AND RETURN TO:

UNITED SAVINGS OF AMERICA
1300 EAST IRVING PARK ROAD
STREAMWOOD, ILLINOIS 60103

ATTN: M. EDLER

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Property of Cook County Clerk's Office

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