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50-10-000732

ADJUSTABLE RATE

87594602

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 30, 1987. The mortgagor is JAVIER FERNANDEZ AND KALINA FERNANDEZ, HIS WIFE.

("Borrower"). This Security Instrument is given to STANDARD FEDERAL SAVINGS & LOAN ASSN OF CHGO which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 4192 S. ARCHER AVENUE CHICAGO, ILLINOIS 60632 ("Lender").

Borrower owes Lender the principal sum of SIXTY FOUR THOUSAND DOLLARS & NO CENTS

Dollars (U.S. \$ 64,000.00) 1. 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 not paid earlier, due and payable on NOVEMBER 1, 2017. 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 18 IN FOURTH ADDITION TO PRINCE BUILDERS SUB-DIVISION, BEING A SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTH EAST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

A.L.O.
PIN 19-22-227-038-0000 *[Signature]*

DEPT-01 RECORDING \$16.00
T844444 JOHN 6304 10-11-87 10 05 00
85668 B 12 8 432 139 9602
COOK COUNTY RECORDER

-87-101802

which has the address of 6552 S. KILDARE AVE
(Street)

CHICAGO

(City)

\$16.00

Illinois 60629 (Zip Code)

("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 seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower 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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10350 S PLASKI
OAK LAWN IL
60453-4995

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THIS INSTRUMENT WAS PREPARED BY: CHRIS WALLOW

Chris Wallow

Notary Public

My Commission Expires:

October 10, 1987

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 30 DAY OF OCTOBER, 1987

SET FORTH.

STATED AND DELIVERED THE SAID INSTRUMENT AS *This*
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) are

DO HEREBY CERTIFY THAT JAVIER FERNANDEZ AND HALINA FERNANDEZ, HIS WIFE

A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,

STATE OF ILLINOIS,

County ss:

I, *Javier Fernandez*

[Signs below this line for Acknowledgment]

-Borrower
(Seal)

-Borrower
(Seal)

HALINA FERNANDEZ
-Borrower
(Seal)

JAVIER FERNANDEZ
-Borrower
(Seal)

INSTRUMENT AND IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.
BY SIGNING BELOW, BORROWER ACCEPTS AND AGREES TO THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY

OTHER(S) [SPECIFY]

GRADUATED CYCLOMATIC RIDER

PLANNED UNIT DEVELOPMENT RIDER

CONDOMINIUM RIDER

2-4 FAMILY RIDER

ADJUSTABLE RACE RIDER

INSTRUMENT [CHECK, APPENDICULAR BOX(es)]
THIS SECURITY DOCUMENT, THE COVENANTS AND AGREEMENTS OF THIS SECURITY INSTRUMENT AS IF THE RIDER(S) WERE A PART OF THIS SECURITY
SUPPLEMENT THE COVENANTS AND AGREEMENTS OF EACH SUCH RIDER SHALL BE INCORPORATED INTO AND SHALL AMEND AND

THIS SECURITY DOCUMENT. IF ONE OR MORE RIDERS ARE EXECUTED BY BORROWER AND RECORDED TOGETHER WITH
23. RIDERS TO THIS SECURITY INSTRUMENT, IF RECEIVED BY BORROWER AND RECORDED TOGETHER WITH
22. WHETHER OR HOMEOWNED, BORROWER WILL PAY ALL RENTS OF HOMEOWNED ESTATE IN THE PROPERTY.

21. RELEASER. UPON PAYMENT OF ALL SUMS SECURED BY THIS SECURITY INSTRUMENT, LENDER SHALL RELEASE THIS SECURITY
RECEIVERS BONDS AND REASONABLE ATTORNEYS FEES, AND THEN TO THE SUMS SECURED BY THIS SECURITY INSTRUMENT, LENDER SHALL RELEASE THIS SECURITY
RECEIVERS AGREEMENT OF THE PROPERTY AND COLLECTION OF RENTS, INCLUDING, BUT NOT LIMITED TO, RECIPIENT'S FEES, PREMIUMS ON
THE PROPERTY INCLUDING THOSE PAID BY LENDER OR THE RECEIVING LENDER SHALL PAY FIRST TO PAYMENT OF THE
COSTS OF MANAGEMENT OF THE PROPERTY, BUT NOT LIMITED TO, RECIPIENT'S FEES, INCLUDING, BUT NOT LIMITED TO, RECIPIENT'S FEES, PREMIUMS ON
THE PROPERTY RECEIVED BY LENDER OR THE RECEIVING LENDER SHALL PAY FIRST TO PAYMENT OF THE
APPROPRIATE PROVISION FOLLOWING JUDICIAL SALE, LENDER OR THE RECEIVING LENDER SHALL PAY ALL SUMS SECURED BY
PRIOR TO THE EXPIRATION OF ANY PERIOD OF REDEMPTION PROVIDED IN THE SECURITY AGREEMENT UNDER WHICH THE PROPERTY
20. LENDER IN PROPERTY, UPON CELEBRATION OF THE SECURITY AGREEMENT 19 OR ABANDONMENT OF THE PROPERTY AND AT ANY TIME
PRIOR TO THE EXPIRATION OF ANY PERIOD OF REDEMPTION PROVIDED IN THE SECURITY AGREEMENT 19 OR ABANDONMENT OF THE PROPERTY
BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND COSTS OF TITLE EXISTENCE.

LENDER SHALL BE ENTITLED TO COLLECT ALL EXPENSES ACCRUED IN PURSUING THE REMEDIES PROVIDED IN THIS PARAGRAPH 19, INCLUDING,
THIS SECURITY INSTRUMENT WITHOUT REFERENCE TO REMEDIES PROVIDED IN THIS SECURITY INSTRUMENT BY JUDICIAL PROCEEDINGS.
LENDER SHALL BE ENTITLED TO COLLECT ALL EXPENSES ACCRUED IN PURSUING THE REMEDIES PROVIDED IN THIS PARAGRAPH 19, INCLUDING,
THIS SECURITY INSTRUMENT BY JUDICIAL PROCEEDINGS. IF THE DEFALUT IS NOT CURED ON OR
EXTERIOR OF A DEFALUT OR ANY OTHER DEFALUT TO REINSTATE AFTER RECEIVERSHIP AND THE RIGHT TO SELL IN THE FORECLOSED PROCEEDINGS THE
INFORM BORROWER OF THE SECURITY INSTRUMENT, RECEIVERSHIP BY JUDICIAL PROCEEDINGS AND SALE OF THE PROPERTY. THE NOTICE SHALL FURTHER
SECURED BY THIS SECURITY INSTRUMENT, RECEIVERSHIP BY JUDICIAL PROCEEDINGS AND SALE OF THE PROPERTY. THE NOTICE SHALL FURTHER
BE PROVIDED BY THE BORROWER TO RECEIVERSHIP AFTER RECEIVERSHIP AND THE RIGHT TO SELL IN THE FORECLOSED PROCEEDINGS THE
SECURED BY THAT NOTICE TO CURE THE DEFALUT OR BEFORE THE NOTICE IS GIVEN TO BORROWER, BY WHICH THE DEFALUT MUST BE CURED;
AND (g) A DATE, NOT LESS THAN 30 DAYS FROM THE DATE THE NOTICE IS GIVEN TO BORROWER, BY WHICH THE DEFALUT MUST BE CURED;
DEFALUT; (c) THE NOTICE SHALL SPECIFY: (a) THE DEFALUT; (b) THE ACTION REQUIRED TO CURE THE DEFALUT; (c) THE
UNLESS APPLICABLE LAW IN THIS SECURITY INSTRUMENT (NOT TO EXCEED 17 DAYS FROM THE DATE THE NOTICE IS GIVEN TO BORROWER);
19. ACCEPTANCE OF AGREEMENT. LEADER SHALL GIVE NOTICE TO BORROWER PRIOR TO ACCREDITATION FOLLOWING BORROWER'S
BREACH OF ANY COVENANT OR AGREEMENT IN THIS SECURITY INSTRUMENT (NOT TO EXCEED 17 DAYS FROM THE DATE THE NOTICE IS GIVEN TO BORROWER).

NON-UNIFORM GOVERNANTS. BORROWER AND LENDER FURTHER COVENANT AND AGREE AS FOLLOWS:

25946(2)

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

875946(2)

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") equal to one-twelfth of: (a) yearly taxes and 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.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including 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 law permits Lender to make such a charge. Borrower and Lender may 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 Instrument.

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 exceed 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 due, 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 the 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. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 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 taxes, 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 manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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 created 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 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 Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably 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 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 or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower 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 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 substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with 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 writing.

7. Protection of Lender's Rights in the Property; Mortgage 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 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.

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ADJUSTABLE RATE RIDER
(National Cost of Funds Index Rate Cap) 4.5 0 2

THIS ADJUSTABLE RATE RIDER is made this 30TH day of OCTOBER , 1987 , 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 Adjustable Rate Note (the "Note") to Standard Federal Savings and Loan Association of Chicago (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

6552 S. KILDARE AVE

CHICAGO
(Property Address)

IL 60629

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

Additional Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.750 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of NOVEMBER 1 , 1990 , and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the national monthly median cost of funds for FSLIC Insured Savings Institutions, as made available by the Federal Home Loan Bank. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE HALF percentage points (2.50 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate that I am required to pay at the first Change Date will not be greater than 10.750 %. or less than 8.750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 13.750 %, or less than 8.750 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

0021

ARM PLAN NO. _____

ADJUSTABLE RATE RIDER
LD 87/237

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Property of Cook County Clerk's Office

Melvin Fernando
MELVIN FERNANDEZ
(Seal) _____
Melvin Fernando
MELVIN FERNANDEZ
(Seal) _____

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower and Lender will continue to be obligated under the Note and this Security Instrument unless Lender releases this instrument. Borrower will release the instrument to keep all the promises and agreements made in the Note and in this Security Instrument and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument to Lender and to the extent permitted by law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. If Lender exercises the option to require immediate payment in full, 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustment Ride.