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MORTGAGE

210989
095836147

THIS MORTGAGE ("Security Instrument") is given on **MAY 21**
1987 The mortgagor is **RIGOBERTO RAMIREZ AND ANA RAMIREZ, HUSBAND AND WIFE**

("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

FORTY FIVE THOUSAND AND NO/100

Dollars/U.S. \$ **45,000.00**). 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 not paid earlier, due and payable on **JUNE 1, 2002**. 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 21 IN BLOCK 1 IN A. T. MC INTOSH'S SUBDIVISION IN THE SOUTH WEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED FEBRUARY 15, 1912 AS DOCUMENT 4913893, IN COOK COUNTY, ILLINOIS.

87289498

E.A.O.
19-12-303-037 *Qm*

which has the address of **5144 SOUTH SACRAMENTO**
(Street)

CHICAGO
(City)

Illinois **60632**
(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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1300 EAST IRVING PARK ROAD
BRENTWOOD, ILLINOIS 60107

RECORD AND RETURN TO:

BRENTWOOD, IL 60107
DOLORES PIRES

My Commission expires: 4/13/87

RECORDED BY:

Given under my hand and official seal, this 21st day of May, 1987.

set forth.

signed and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes herein

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

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

do hereby certify that **RIGOBERTO RAMIREZ AND ANA RAMIREZ, HUSBAND AND WIFE**

, Notary Public in and for said county and state,

25

1. **ALEXANDRA G. MATE**

COUNTY OF COOK

STATE OF ILLINOIS.

RECORDED IN THE OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS, ON THE 25TH DAY OF MAY, 1987, AT 10:55 A.M., AS FOLLOWS:

Borrower

(Seal)

Borrower

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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 Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the 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. Those 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 due under this paragraph shall become additional debt of Borrower secured by this
Guaranty instrument, unless Borrower and Lender agree to otherwise term of payment, there amounts shall
be due at the time of payment of principal, interest, upon notice from Lender to Borrower
requiring payment.

Lender may take action under this paragraph 7. Lender does not have to do so.

7. **Provision of Lender's Rights in the Property Mortgage instrument.** If Borrower fails to perform the covenants and agreements contained in this Security instrument, or there is a legal proceeding that may significantly affect the value of the Property, Lender's rights under this Security instrument may be exercised by a legal action which may affect the Security instrument and Lender's rights in the Property, Lender's rights in the Property may be exercised by a legal action which may affect the Security instrument and Lender's rights in the Property.

6. **Preservation and Maintenance of Property Leases.** Borrower shall not damage or destroy, damage or abandon, change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold and Borrower shall not make unauthorized alterations to the lease, and if Borrower acquires fee title to the Property, the lessee shall and

whereas the notice is given.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property if the restoration or repair is not damaged; if the restoration or repair is not economically feasible or lessened security would be lost, Lender's security in writing, insurance proceeds shall be applied to repair of the Property or to loss of rental income resulting from the damage.

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 a shall give prompt notice to Lender all receipts of paid premiums and renewals. In the event of loss, Borrower shall give prompt notice to Lender.

3. **Hazardous Substance.** Borrower shall keep the Intoxicants now existing or hereafter created on the Property uninsured against loss by fire, water, or other hazards included within the term "extinguished coverage," and any other hazards for which Lender requires insurance insuring the same by a company acceptable to Lender's approval which shall not be unreasonably withheld.

Borrower shall prominently disclose a copy of the lease to Lender in a manner acceptable to Lender, (a) contains in good faith the lease by, or debtors against whom it occurred by the debtor, (b) contains in good faith all payments of the obligations, (c) contains in writing to the payor of the obligations, (d) contains in writing to the payor of the obligations, (e) contains in writing to the payor of the obligations, (f) contains in writing to the payor of the obligations, (g) contains in writing to the payor of the obligations, (h) contains in writing to the payor of the obligations, (i) contains in writing to the payor of the obligations, (j) contains in writing to the payor of the obligations, (k) contains in writing to the payor of the obligations, (l) contains in writing to the payor of the obligations, (m) contains in writing to the payor of the obligations, (n) contains in writing to the payor of the obligations, (o) contains in writing to the payor of the obligations, (p) contains in writing to the payor of the obligations, (q) contains in writing to the payor of the obligations, (r) contains in writing to the payor of the obligations, (s) contains in writing to the payor of the obligations, (t) contains in writing to the payor of the obligations, (u) contains in writing to the payor of the obligations, (v) contains in writing to the payor of the obligations, (w) contains in writing to the payor of the obligations, (x) contains in writing to the payor of the obligations, (y) contains in writing to the payor of the obligations, (z) contains in writing to the payor of the obligations.

bottomwater marks these deep bay areas dredges; bottomwater sand pumping trains to render recreational waters viable during the permanent closure period.

4. **Charges:** Lien, burden shall pay all taxes, assessments, charges, fees and impositions attributable to the property which may attain prior to or over this security instrument, and each hold payments or ground rents, if any.

Paragraphs 1 and 2 shall be applied; first, to late payments under the Note; second, to prepayments due under the Note; third, to amounts payable under the Note; fourth, to interests due under the Note.

This application is submitted in accordance with the requirements of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder, and is being filed by Lender under Item 12 of Schedule 14A.

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 due.

If the amount of the Fund held by Lender, together with the future monthly payments of Funds payable prior to due dates of the borrow items, shall exceed the amount required to pay the accrued items when due, the excess shall be paid back to the Fund held by Lender as additional security for the amounts accrued by this Security instrument.

The Funds shall be held in an institution the deposits or accounts of which are insured by a federal or state agency [including Lender if Lender is such an institution]. Lender shall apply the Funds to pay the escrow items.

In addition to the above, the following items are included in the budget: (a) one-twelfth of (a) yearly taxes and assessments which may affect priority over this Security Instrument; (b) quarterly payments of current debt and reasonable estimates of future growth items.

the principal of und interest on the debt evidenced by the Note and my payment due charges under the Note.

UNIFORM COVENANTS **Borrower and Lender consent and agree to all Promotional payments made by the Borrower to the Lender under the Uniform Covenants.**

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14 FAMILY RIDER 2-8-94-7

Assignment of Rents

THIS 14 FAMILY RIDER is made this **21ST** day of **MAY**, 19**87**,
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:

5144 SOUTH SACRAMENTO, CHICAGO, ILLINOIS 60632

(Property Address)

19-12-303-037

14 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 14 Family Rider.

Rigoberto Ramirez
RIGOBERTO RAMIREZ

(Seal)
•Borrower

Ana Ramirez
ANA RAMIREZ/THE WIFE

(Seal)
•Borrower

(Seal)
•Borrower

(Seal)
•Borrower

RECORD AND RETURN TO:

UNITED SAVINGS OF AMERICA
1300 EAST IRVING PARK ROAD
STREAMWOOD, ILLINOIS 60107



ATTN: DOLORES PIEKOS

864-6822-3