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MAIL TO: THIS INSTRUMENT WAS PREPARED BY:
KENNETH KORANDA
5900 W. CERMAK
CICERO, IL 60650

87378778

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 30, 1987. The mortgagor is PHOEBE T. DIVINAGRACIA AND ELSON DIVINAGRACIA, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to Mid America Federal Savings and Loan Association, which is organized and existing under the laws of UNITED STATES OF AMERICA and whose address is 2900 W. CERMAK, CICERO, IL 60650 ("Lender"). Borrower owes Lender the principal sum of SEVENTY-FOUR THOUSAND SIX HUNDRED AND NO/100 Dollars (U.S. \$ 74,600.00). 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 JULY 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:

LOTS 44 AND 45 IN E. R. BLISS SUBDIVISION OF BLOCK 9, IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 300 ACRES), IN COOK COUNTY, ILLINOIS.

✓ P.T.N. 16-19-107-024 AND 16-19-107-025 *85 44 160-87*

DEPT 01 RECORDING \$16.25
T#0222 TRM 1883 07/09/87 15:31:00
W#635 4 TS *-437- 37378778
COOK COUNTY RECORDER

✓ which has the address of 1218 S. OAK PARK BERWYN
[Street] (City)
Illinois 60402 ("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 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.

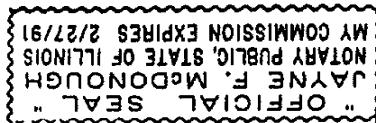
ILLINOIS—Single Family FNMA/FHLMC UNIFORM INSTRUMENT \$16.00 MAIL

Form 3014 12/83
NOV.

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WHEN RECORDED RETURN TO: MID AMERICA FEDERAL SAVINGS AND LOAN ASSOCIATION 5900 W. CERMAK

(Space Below This Line Reserved For Leader and Recorder)



My Commission expires: 3-27-97

set forth.

I, John J. Murphy, Notary Public in and for said county and state, do hereby certify that PHOEBE T. DIVINAGRACIA AND ELSON DIVINAGRACIA, HUSBAND AND WIFE personally known to me to be the same person(s) whose name(s) John J. Murphy are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the same was their free and voluntary act, for the uses and purposes herein signed and delivered the said instrument as John J. Murphy.

STATE OF ILLINOIS, County:
SACRED HEART CATHOLIC CHURCH

PHOEBE T. DIVINAGRACIA
—BORN OVER
—SCALI
Phoebe T. Divinagracia

ELEONOR DIVINAGRACIA
—BORN OVER
—SCALI
Eleanor Divinagracia

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

- 2-4 Family Rider
 Condorminium Rider
 State Rider
 Graduated Polymer Rider
 Other(s) [Specify] _____

23. Rider 3 - This Security Instrument, in the event of whose death, is executed by the testator, and
this Security Instrument, the conventions and agreements of each such rider shall be incorporated into and shall form part of this Security
Instrument. [Check all applicable boxes(es)]

22. Whether or Homestead, Borrower waives all right of homestead exemption in the Property.

21. Release. Upon payment of all sums accrued by this Security Instrument, Lender shall release this Security Deed without charge to Borrower. Borrower shall pay any recording costs.

The Property includes management fees for the collection of rents, including, but not limited to, receiver's fees, premiums on costs of management or the collection of rents, including, but not limited to, receiver's fees, premiums on

20. I, Lender, in Possession, Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by Agent or by Agent's attorney) may enter into the premises to collect rents and to make such repairs as are necessary to keep the property in good condition.

before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without notice or demand, and may foreclose the remedies provided in this instrument.

Secured by this Security Instrument, forfeiture of the right to remanage after acceleration by J udicial proceeding is limited to one year from the date of acceleration. If the debt is not cured on or before the date of acceleration, the creditor may sue for the amount due.

unless such application is made within 30 days after service of notice of appeal or otherwise as provided by law.

NON-UNIFORM COVARIANTS. Borrower and Lender further covenant and agree as follows:

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UNIFORM COVENANTS. Borrower and Lender covenant in writing as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to 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 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 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 amounts 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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18. Borrower's Right to Remedy. 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; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays all sums which then would be due under this Security Instrument and the Note had been accelerated; (b) pays all sums which then would be due under this Security Instrument and the Note had been paid in full; or (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably require to assure that the item of this Security Instrument shall continue unchanged. Upon payment of all sums secured by this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the same shall remain fully enforceable as if no acceleration had occurred. However, this Security Instrument and the obligations secured hereby shall remain fully enforceable as if no acceleration had occurred, if this Security Instrument is reissued in the case of a transfer of title to the Property under Paragraphs 13 or 17.

remedies permitted by this instrument without prior notice or demand on Borrower.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no 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 legal remedy available.

17. Transfer of the Property or Beneficial Interest in Borrower; If all or any part of the Property or Beneficial Interest in Borrower is sold or transferred (or if it is sold or transferred for the benefit of the Borrower's heirs, executors, administrators, successors, assigns, or other legal representatives), the Borrower shall pay to the Lender as of the date of this Security Instrument.

Note are declared to be securable.

15. Governing Law; Severability. This Security Instrument shall be governed by relevant 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 conflicts with the Proprietary Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given without violating the Proprietary Law, such conflict shall not affect any provision or clause of this Security Instrument or the Note which can be given without violating the Proprietary Law.

provided for in this Security Instrument shall be deemed to have been given to Borrower or to either when given as provided in this Paragraph.

13. Legislation Affirming 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 law.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in writing to the first class mail unless applicable law requires use of another method. The notice shall be directed to the address of the Lender.

12. **Loan Charges.** If the loan secured by this 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 to the permitted limit; and (b) any sums already collected from Borrower which exceed the permitted limits will be repaid to Borrower. Lender may choose to make this reduction by reducing the principal owed under the Note or by making a direct payment to Borrower. Under either method, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

by the original Borrower or by his/her successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of any right of any creditor of the Borrower.

Under shall not be entitled to receive the money or property so paid over or delivered to him unless he has given his written consent thereto, and if he does not give such consent within ten days after he has been furnished with a copy of the instrument or documents so delivered, he may, at any time within one year after he has received such documents, require that they be returned to him, and if he does not do so, he shall be deemed to have accepted them.

10. Borrower's Note Relocated; Foreclosure By Lender Not a Waiver. Extension of the sums secured by this Security Instrument granted by Lender to any Borrower's successors in interest in the property of Borrower(s), and operated by this Lender to the benefit of the original Borrower(s) or the original Borrower's successors in interest in the property of Borrower(s), shall not affect the rights of Lender under this Note.

Unless otherwise agreed in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 2 or change the amount of such payments

make an award to settle a claim for damages, and apply the proceeds to respond to losses suffered by the victim or his/her dependents.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to pay to Borrower.

uses Bottorower's model to argue that the market value of the property before the auction will be lower than its true value because the property is sold at a discount to the minimum bid. This argument is based on the assumption that the property is sold at a discount to the minimum bid.

assigned and shall be paid to Lennder.

such fees however notice at the time of payment of the Prior to whom specific personalty or any award of damages, direct or consequential will be liable for compensation.

insurable terminals in accordance with Borrower's and Lender's written Agreement or applicable law.

If Lender requires mortgaged 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 ceases.

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ADJUSTABLE RATE RIDER
(1 Year Treasury Index Rate Caps)

3

THIS ADJUSTABLE RATE RIDER is made this 30TH day of JUNE, 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 MID-AMERICA FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1218 S. OAK PARK, BERWYN, IL 60402
[Property Address]

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 9.000%. 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 JUNE, 1982, 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 weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. 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 I am required to pay at the first Change Date will not be greater than 11.000% or less than 9.000%. 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 15.000% AND NO LESS THAN 9.000 %

(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.

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 will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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Property of Cook County Clerk's Office

Rider
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate
Demand Note.

Rider
PHOEBE T. DIVINAGRACIA

Rider
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate
Demand Note.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration.
If Lender 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 throughout further notice or demand on Borrower.

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