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COOK COUNTY, ILLINDIS FILED FOR RECORD

1990 NOV 26 AM 10: 54

90572985

repared by:

CAROL M. TASHARSKI 1520 KENSINGTON ROAD SUITE 300 SUITE 300 OAK BROOK, 1L 60521000\$18.00

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 21, 1990.

The mortgagor is MIGUEL FERNANDEZ AND MILDRED FERNANDEZ, HUSBAND AND WIFE

("Borrower").

DOC. 020

TIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK which is organized and existing under the laws of THE UNITED STATES OF This Security Instrument is given to

, and whose address is 700 MARKET STREET, SAN FRANCISCO, CA 94102 AMERICA

("Lender"). Borrower owes

Lender the principal sum of ONE HUNDRED FIFTY EIGHT THOUSAND AND DO/ 100
Pollars (U.S. \$ ******* 158,000.00). This debt is evidenced by

Borrower's note date 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 DECEMBER 01, 2020 . This Socurity Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest and all renewals, extension and modifications; (b) the payment of all withor 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 Instructant the Note. For this purpose, Borrower does hereby mortgage, grant County, Illinois: and convey to Lender the following described property located in COOK

ASIPER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY

ond convey to Le LE GUARANTY ORDER #__

Frmanent Tax Number:

When Recorded Mail To

DOCUMENT CONTROL P.O. BOX 348450

FIRST NATIONWIDE BANK A FEDERAL SAVINGS BANK

SACRAMENTO, CA 95834-8450

11-32-327-025 & 11-32-327-026

which has the address of

6449 NORTH NEWGARD STREET 60626-0000 CHICAGO, IL

("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 Socurity Instrument. All of the foregoing is referred to in this Socurity 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.

CLOSER ID: 10253

FNMA/FHLMC Uniform Instrument 3014 12/83

AIM1 Page 1 of 4 L0959 (R04) 7/90 IL - Single Family Loan # 0048177654

Caples: 1 of 3 - Lender

2 of 3 - Borrower

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PARCEL 1:

THE NORTH 10 FEET OF THE SOUTH 20 FEET OF LOT 23 (EXCEPT THE SOUTH 7.50 FEET OF THE EAST 26.50 FEET THEREOF) IN SICKINGER'S SUBDIVISION OF LOTS 7 AND 8 IN THE SUBDIVISION OF L. C. PAINE FREER OF WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32. TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 7.50 FEET OF THE SOUTH 17.50 FEET OF THE EAST 26.50 FEET OF LOT 23 IN SICKINGER'S SUIDIVISION OF LOTS 7 AND 8 IN THE SUBDIVISION BY L. C. PAINE FREER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (AS SHOWN ON SURVEY OF SUHR AND COMPANY'S DATED JUNE 24, 1968, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART AS EXHIBIT "A" IND INCORPORATED BY REFERENCE).

PARCEL 3:

THE NORTH 20 FEET OF LOT 22 AND IN SOUTH 10 FEET OF LOT 23 IN SICKINGER'S SUBDIVISION OF LOT 7 AND LOT 8 IN IN SUBDIVISION BY L. C. PAINE FREER RECEIVER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. LOA # 0048177654

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RIDER TO SECURITY INSTRUMENT

DOC. 022

(Cost of Funds Index - Payment and Lifetime Rate Cap)

, and is incorporated into THIS ADJUSTABLE RATE RIDER is made this 21ST day of NOVEMBER, 1990 and shall be deemed to amend and supplement the Morigage, Doed of Trust, or Security Doed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK (the "Lender") of the same date and covering the property described in the Security Instrument

and located at:

6449 NCRTH NEWGARD STREET CHICAGO, IL 60626-0000

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE BORROWER'S MONTHLY PAYMENT INCREASES MAY BE LIMITED.

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 changes in the interest rate and the monthly payments, as follows:

2. INTEREST

(A) Interes Rate

Interest will o' charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly 3 350 %. The interest rate I will pay may change.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 7(B) of this Note.

(B) Interest Change Drins

The interest rate I will pay risy change on the first day of MARCH, 1991 , and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Change Date." The new rate of interest will become effective on such interest Change Date.

(C) Interest Rate Limit

My interest rate will never be greate than 13, 950 %. It will never be less than 5% below the initial interest rate.

(D) The Index

Beginning with the first Interest Change Due, my interest rate will be based on an Index. The "Index" is the monthly weighted average cost of savings, borrowings and advances of members of the Federal Home Loan Bank of San Francisco (the "Bank"), as made available by the Bank. The most recent Index figure available as of the date 45 days before each Interest Change Date is called the "Current Inde ."

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.

(E) Calculation of Interest Rate Changes

Bolore each Interest Change Date, the Note Holder will at ulate my new interest rate by adding 2,550 percentage points (2,550 %) 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 limit stated in Section 2(C) above, the rounded amount will be my new interest rate until the next Interest Change Dr co.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month, as provided berain.

COPY 01 OF 03

make my monthly payments on the first day of each month beginning on V 01, 1991 . I will make these payments every month urt. I have paid all of the principal and JANUARY 01. interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on DECEMBER 01, 2020 amounts in full on that date, which is called the "maturity date." ,I still owe amounts under this Note, I will pay those

I will make my monthly payments at 700 MARKET STREET, SAN FRANCISCO CA 94102

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ may change.

1,265.63 . This amount

(C) Paymont Change Dates

My monthly payment may change as required by Section 3(D) below beginning on the 1ST JANUARY, 1932, and on that day every 12th month thereafter. Each of these dates is called a "Paymont Change Date." My monthly payment will also change at any time Section 3(F) below requires me to pay the Full , and on that day every 12th month thereafter. Each of these dates is called a "Paymont Payment.

I will pay the amount of my new monthly payment each month beginning on each Payment Change Date. My monthly payment will also change at any time Section 3(F) below requires me to pay the Full Payment.

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Uniform Covenants. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Propayment 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-twellth 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.

A charge assessed by the Lender in connection with Borrower's entering into this Security Agreement to pay the cost of an

independent tax reporting service shall not be a charge for purposes of the preceding sentence.

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 the Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as

required by Lender.

Upon payment in full c. Where 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, Usues applicable law provides otherwise, all payments received by Lender under Paragraphs 1 and 2 shall be applied: first, to fate 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 to principal due.

4. Charges; Liens. Borrower shall pay all takes, assessments, charges, lines and impositions attributable to the Property which may attain priority over this Security Instrument, at descended payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in Paragraph 2, or if not paid in that monner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Londer all notices of accounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Londer receiption of oncing the payments.

Borrower shall promptly discharge any lien which has purity over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acropiable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Londor'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 ier. 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. Betrower shall keep the improvements now existing of hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Londer requires insurance. This insurance shall be maintained in the amounts and for the periods that Londer requires. The insurance corrier providing the insurance shall be chosen

by Borrower subject to Londer's approval which shall not be unreasonably withhold.

All insurance policies and renewals shall be acceptable to Lender and shall include a stradard 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 Lorder. 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 and answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance carrier has offered to settle a claim, then Lender may collect the insurance carrier has offered to settle a claim, then Lender may collect the insurance carrier has offered to settle a claim, then Lender may collect the insurance carrier has offered to settle a claim, then Lender may collect the insurance carrier has offered to settle a claim, then Lender may collect the insurance carrier has offered to settle a claim, then Lender may collect the insurance carrier has offered to settle a claim, then Lender may collect the insurance carrier has offered to settle a claim, then Lender may collect the insurance carrier has offered to settle a claim, then Lender may collect the insurance carrier has offered to settle a claim, then Lender may collect the insurance carrier has offered to settle a claim, then Lender may collect the insurance carrier has offered to settle a claim, then Lender may collect the insurance carrier has offered to settle a claim, then Lender may collect the insurance carrier has offered to settle a claim, then Lender may collect the insurance carrier has offered to settle a claim, then Lender may collect the insurance carrier has offered to settle a claim, then Lender has offe

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend n costpone 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 Londer, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition

shall pass to Londor 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. Il 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 condomnation 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 lion which has priority over this Security Instrument, appearing in court, paying reasonable atterney's 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, those 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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If Lender required mortgage insurance as a condition of making the loan secured by this Socurity 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 London.

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 substitute to release the liability of the original Borrower or Borrower's successors in interest. Londer shall not be required to commence proceedings against any successor ir interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reases of any domand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or semedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assir a. Bound; Joint and Several Liability; Cosigners. The covenants and agreements of this Security Instrument shall bind and benefit the riccessors 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 cosigns this Security Instrument but does not execute the Note: (a) is cosigning 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, forboar 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 sots maximum loan charges, and that law is linally 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 propayment charge under the Note.

13. Logislation 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 pure graph 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 or first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for ir this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Soverability. 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 a verable,

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 Benedicial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a benedicial interest in Borrower is sold or transferred and Borrower is not a natural person) without Londer's prior written consent, Londer 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 is strument.

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, II 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 safe 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 accoleration 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 atterney's 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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Non-Uniform Covenants, Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or 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 further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 19, including but not limited to, reasonable attorney's fees and costs of title evidence.

20. 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 judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable atterney's fees, and then to the sums secured by this Security Instrument.

21. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower, Bry rover shall pay any recordation costs.

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

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security In (ru ment as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

agreements of this Security In trument a	as if the rider(s) were a part of this Security Ins	strument,(Check applicable box(es))
Adjustable Rate River Graduated Payment a Other(s) (specify)	Condominium Rider Rider Planned Unit Development Rid Convertible Rider	1-4 Family Ridor
By Signing Below, Borrow in any rider(s) executed by Borrower :		nants contained in this Security Instrument and
of factor		11-21-9 Date
MIGUEL FRANANDEZ MIGUEL FRANANDEZ MIGUEL FRANANDEZ	March C	11-21-9
MIL PRED FERNANDEZ	J Yny	Dete
		Date
	(Space Below This Line For Acknowledgm	Date
STATE OF ILLINOIS COUNTY OF COOK	{ s s.	
THAT MIGUEL FERNANDEZ AND PERSONS WHOSE NAMES ARE SUBSIN PERSON, AND ACKNOWLEDGED	MILDRED FERNANDEZ, HUSBAND ANI PERSONA CRIBED TO THE FOREGOING INSTRUM THAT THEY SIGNED AND DELIVEREI THE USES AND PURPOSES THEREIN SE	ALLY KNOWN TO ME TO BE THE SAME MENT, APPEARED BEFORE ME THIS DAY DETAILS THEIR
MV COMMISSION EXPIDES	TEWART ALBAMA	Server PUBLIC
MY COMMISSION EXPIRE		908

CLOSER ID:

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(D) Calculation of Monthly Payment Changes

At least 25 days before each Payment Change Date, the Note Holder will calculate the amount of monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Payment Change Date in full on the maturity date in substantially equal installments at the interest rate in effect during the month preceding the Payment Change Date. This amount will be my monthly payment for the next 12 months. Except as provided in paragraph 3(F) below, however, my monthly payment will never increase more than 7.50% or decrease more than 7.50% from the monthly payment amount in effect during the preceding 12 months.

(E) Additions to My Unpaid Principal

My monthly payment could be less than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid principal I owe at the monthly payment date in full on the maturity date in substantially equal payments. If so, each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid principal. The Note Holder will also add interest on the amount of this difference to my unpaid principal each month. The interest rate on the interest added to principal will be the rate required by Section 2 above.

(F) Limit on My Unpaid Principal; Fully Amortizing Payment

Notwithstanding the limitations on payment changes described in paragraph 3(D) above, my monthly payment may increase or decrease by more than 7.50% at the following times: (1) If the principal balance reaches 110% of the original loan amount, the Note Holder has the option of either changing the monthly payment on the date the first monthly payment is due after the balance reaches 110%, or of waiting until the next Payment Change Date before changing the monthly payment. The latter option may result in my principal balance exceeding 110%, and (2) on the 5th Payment Change Date and on each succeeding payment change date. The amount of the monthly payment in either of these cases will be an error interpretable to the amount sufficient to repay the unpaid principal balance in full on the maturity date in substantically complex payments at the interest rate in effect during the month precoding the date of the payment change.

4. NOTICE OF CHANGES

The Note Holder will deliver or mail to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will contain information about the new interest rate or rates applicable for the next month. The notice will also include information required by law to be given to me.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER Uniform Covenant 17 of the Security In trun.ent is amended to read as follows:

Transfer of the Property or a Beneficial Lotrest 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 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 a the late of 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 a fromment in this Security Instrument is acceptable to Lender. To the extent permitted by applicable law, Lender may charge a masonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign as recompliant made in the Note and in this Security Instrument, except for the Maximum Interest Rate described in paragraph 2(C), which can increase. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Forrower in writing.

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 data the colice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower lails 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 Adjustable Rate Rider.

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Loan # 0048177654
Copies: 1 of 3 - Lender
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