90620714

This instrument was prepared by: MARGARETTEN & COMPANY INC MORTGAGE

ã, 6

625 NORTH CT PALATINE 60067 ΤL

December

60901849

20th, 1990

THIS MORTGAGE ("Security Instrument") is given on The mortgagor is

JAVIER GUTIERREZ, AND FELICITAS GUTIERREZ, , HIS WIFE

("Borrower"). This Security Instrument is given to MARGARETTEN & COMPANY, INC.

a corporation which is organized and existing under the laws of address is

the State of New Jarsey , and whose

One Ronson Krad Iselin, New Jersey 08830

("Lender").

Borrower owes Lender the principal sum of

Eighty- Three Thousand, Two Hundred and ,00/100

83, 200.00). This debt is evidenced by Borrower's note dated the same date as this Dollars (U.S. \$ Security Instrument ("Note"), which provides or monthly payments, with the full debt, if not paid earlier, due and payable 1st, 2021. This Security Instrument secures to Lender: (a) the repayment of the January 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 project 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 descripted property located in COOK County, Illinois:

LOT 35 IN BLOCK 5 IN BEEBES SUIDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 (EXCEPT 5 ACRES, IN THE NORTHEAST CORNER THEREOF) OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 16-02-104-018-0000

25PT-01 RECORDING
. T/1111 TRAN 3882 12/21/90 15:38:0
. 17264 # - 90 - 620 7 14
. COUNTY RECORDER 12/21/90 15:38:00

which has the address of

N HAMLIN

CHICAGO, IL 60651

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.

625 NORTH COURT, 3RD FLOOR MARGARETTEN & COMPANY, INC.

OI TIVIN

Coleen Houlihan Motary Public, State of Itinois My Commission Expires 3/25/94 OFFICIAL SEAL" My Commission expires: 10 Yab Civen under my hand and official seal, this personally known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he, she, they signed and delivered the sall instrument as his, her, their free and voluniary act, for the uses and purposes therein set forth. xecuted and the second and the secon AND FELICITAS GUTTERREZ, , HIS WIFE JAVIER GUTTERREZ, I, the Undersignad, a Motary Public in and for said county and state, do a reby certify that STATE OF ILLINOIS, and in any ride.(s) (xecuted by Borrower and recorded with it.

1-4 Family Rider

the following Riders are attached:

BY SIGNLAG BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument Occupancy Rider

me, in the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. 22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Edders 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 supple-

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 Walver. 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 lability 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.

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 Bortower may agree to extend, rioc'lify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note

without that Borrower's content

12. Loan Charges. If the har secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interent 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 (1) 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 involve 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 s'.ai) 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.

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 de large 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 the camp 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 potice shall provide a period of not less than 30

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 tails 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 not the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other prior do as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security in trument; 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 extrements; (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.

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 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 nursuing the remedies provided in this paragraph 19. Including, but not limited to, reasonable attorneys' fees and costs of title evidence.

pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' 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 attorneys' fees, and then to the sums secured by this Security In-

strument.

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

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 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

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or at the time of or prior to an inspection specifying reasonable cause for the inspection.

fower's and Lender's written agreement or applicable law.

8. Inspections of the Property. Lender shall give Borrower notice

8. Inspections. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice

premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Bor-If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the

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.

writing.

7. Protection of Lender's Elghts in the Property; Mortgage Insurance. If Borrower fails to perform the Lot canner 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 tien which has priority over this Security Instrument, paying teasonable 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 Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note

6. Preservation and Maintenance of Property: Lesseholds. Borrower shall not destroy, damage of substantially change the Property, all some substantially with the provisions of allow the Property to deteriorate or commit waste. If this Security Instrument is on a lessehold, Borrower earlier or commit waste. If this Security in Instrument is on a lessehold, Borrower and comply with the provisions of the lesse, and if Borrower acquires fee title to the Property, the lessehold and fee title shall not merge unle. Lender agrees to the merger in

shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition. acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from dan sector the Property prior to the acquisition

date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If under paragraph 19 the Property is Unless Lender and Borrower otherwise agree in writing, any application of proceeds of principal shall not extend or postpone the due

will begin when the notice is given.

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 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, vizations the Property, or does not answer within 30 days a notice from Lender that the insurance proceeds. Lender may use damaged, if the restoration or repair is economically feasible and Le ider's security is not lessened. If the restoration or repair is not Unless, Lender and Borrower otherwise agree in writing, insurance proceds shall be applied to resonation or repair of the Property

made promptly by Borrower.

right to hold the policies and renewals. If Lender requires, Borrow a 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 interest and Lender. Lender may make proof of loss if not All insurance policies and renewals shall be acceptable to fender and shall include a standard mortgage clause. Lender shall have the

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 shall be chosen by Borrower subject to Lender's approval which shall not be incasonably withheld.

6. Hazard Insurance shall be chosen by Borrower subject to Lender's approval which shall not be incasonably withheld.

7. Hi insurance clause clause is approval which shall not be incasonably withheld.

strument. 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 Borrower shall satisfy the lien or take one or more of the actions set forth above forcersent of the lien in, legal proceeding, which in the Lender's opinion operate to prevent the enforcement of the lien to this Security In-part of the Property; or (c) secures from the notider of the lien an agreement satisfactory to Lender subordinating the lien to this Security In-

payment of the obligation seculed by the tien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against end rower shall promptly turnish to Londer receipts evidencing the payments.

Borrower shall promptly dischaige any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the

ner provided in paragree? A get if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to the see all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower. tain priority over this Seurity Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the man-

4. Chargest Liens Borrower shall pay all taxes, assersments, charges, fines and impositions attributable to the Property which may atparagraph 2; fourth, to interest due; and last, to principal due.

be applied. Arst, 20 late charges due under the Mote; second, to prepayment charges due under the Mote; third, to amounts payable under 3. hppli ation of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall

Security manument.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, Lender shall apply, no later than immediately prior to the sale of the content and the sale of the content and Funds held by Lender at the time of application as a credit against the sums secured by this

timed by Lender.

pay the escrow items when due, Bortower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as rerepaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to eaction items, shall exceed the amount required to pay the eaction items when due, the excess shall be, at Borrower's option, either promptly 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

pledged as additional security for the sums secured by this Security Instrument.

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 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 give to Borrower, without charge, an annual Lender shall give to Borrower, without charge, an annual law permits Lender to make such a charge. A charge assessed by Lender in connection with Bortower's entering into this Security Instrument applying the Funds, and yzing the account of verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable 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 is such an institution). Lender shall apply the Funds to pay the esertow items. Lender may not charge for holding 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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree 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 Vote and any prepayment and late charges due under the Vote. Borrower shall pay to Lender on the day monthly payments are due under the Vote, until the Vote is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and monthly payments are due under the Vote, until the Vote is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and monthly payments are due under the Vote, until the Vote is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and successments are due under the Property, if any (c)

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1-4 FAMILY RIDER Assignment of Rents

60901849

THIS 1-4 FAMILY RIDER is made this

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

MARGARETIEN & COMPANY, INC., a corporation organized

and existing under the laws of the state of New Jersey

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

Property Address

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. SUBORDINATE LIENS. Except as permitted by Tederal 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 as 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'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.

MULTISTATE 1-4 FAMILY RIDER—FNMA/FHLMC

MAR-6015 Page 1 of 2 (Rev. 5/87)

Form 3170 10/85

90620714

Replaces 54.94" (Rev. 2.86) and MAR 6015 (Rev. 7.86)

88/01 0718 m10Fl

MAR-6015 Page 2 of 2 (Rev. 5/87) MULTISTATE 14 FAMILY RIDER—FUMA/FHLMC

mitted by the Security Instrument.

Property of Cook County Clerk's Office BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family

Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies per-G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which

assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full. Any application of tents shall not cure or waive any default or invalidate any other right or remedy of Lender. This of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice



OCCUPANCY RIDER

60901849

THIS OCCUPANCY RIDER is made this	20th		December,	
is incorporated into and shall be deemed to amend a	and supplement	the Mortgage, Deed o	f Trust or Securit	y Deed (the
Security Tulknakena以下的人工的人。 Security Tulknakena以下的人工的人工的人工的人工的人工的人工的人工的人工的人工的人工的人工的人工的人工的	the fundersigned	d (the "Borrower") to	o secure Borrowo	er's Note to

(the "Lender")

of the same day sand covariant the property described in the Security Instrument and located at:

OCCUPANCY REPRESENTATIONS, WARRANTIES AND COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower further represents, warrants, acknowledges, covenants, and agrees as follows:

The loan (the "Loan Which I have obtained specifically requires that I occupy the property (the "Property") that I am purchasing (or refinancing) with the proceeds of this loan as my primary residence. I understand that the eligibility criteria for Loan approval, including but not limited to the amount of the required down payment, could be materially different if I were to reside elsewhere and instead rent the Property to others as an investment. Accordingly, I will move into the Property within a reasonable period of time after loan settlement and continue to occupy the Property for a reasonable period of time thereafter. While the phrase "reasonable period of time" is not capable of precise measurement, it shall be construed to further the intentions of the Lender to make an "owner-occupant loan" and not an "investor loan." Lender specifically relied on this 'epresentation, warranty and covenant in determining to make the Loan to Borrower and selling such Loan in the secondary market. In the event Borrower shall fail to occupy the Property as aforesaid, then, in accordance with Paragraph 15 hereof, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument and pursue any other remedies permitted hereunder. Notwithstanding the foregoing, if the Federal Home I oan Mortgage Corporation ("FHLMC") buys all or some of the Lender's rights under this Security Instrument and Note, the promises and agreements in this Rider will no longer have any force or effect so long as FHLMC, or any of its successors and/or assions, holds those rights; provided, however, that in the event Lender repurchases all or any portion of the Loan from FF LMC, or any of its successors and/or assigns, the promises and agreements in this Rider will be reinstated and will be It dy enforceable against Borrower by Lender.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Occupancy Rider.

Javier Jutierry

JAVIER GUTIERREZ

FILICITAS GUTIERREZ

FELICITAS GUTIERREZ

Property of Coot County Clark's Office

043302.24

TRUSTEE'S DEED UNOFFICIAL COPY 4

90620715

Form 2459 Rev. 5-77

Individua

The above space for recorders use only

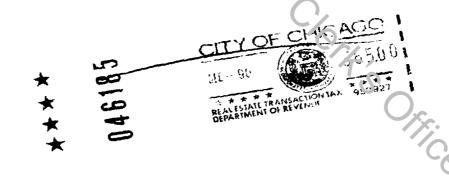
ſ	Indiv	Aladai	the above shace for tecora		
	THIS INDENTURE, made this AMERICAN NATIONAL BANK organized and existing as a national and duly authorized to account as Trustee under the provision national banking association in purday of September party of the first part, and Boguewa Lesko, his wife an undividuago, 1L WITNESSETH, that said party of considerations in hand paid, does the following described real estate,	onal banking association of a deed or deeds in suance of a certain Triangle 1988, and known as umila Kocol, an unvided 50%, as join party of the first part, in consideraby convey and qui	on under the laws of within the State of trust duly recorded at Agreement, dated Trust Number 100 divided 50%; Darix tenants, 5034 with second part. deration of the sum — Dollars, and other claim unto said part.	of the United States Illinois, not personal and delivered to so the 26th 6558-01 aszlesko and V. Drummond, of Ten & no/100 her good and valuate	of Hy aid , ple rt,
	Lot 266 in Grayland Park Add of the Northeast 1 of Sect the Third Principal Medidian P.I.N. 13-21-205	ion 21, Township	O North, Range 1 Illinois.	.3, East of PT-01 RECORDING	\$13.2
		Ox	. ! \$	1111 TRAN 3892 12/ 17205 # # 90 - COOK COUNTY RECORD	21/90 15:39:00 620715 ER
	•	001			outrate b
	This deed is executed by the party of the first party of the and vested in it by the terms of said I of every other power and authority thereunce enable real estate. If any recorded or registered in said		Dyng O	·	This space for additing
	of every other power and authority thereunta enable real estate, if any, recorded or registered in ead IN WITNESS WHEREOF, said party of the first part to these presents by one of its Vice Presidents or it above written.	has caused the corporate seal to Assistant Vice Presidents and	o be hereto affixed, and has attended by its Assistant Sc	caused its name to be staned	!
	Salar Cause	1	as Trustee, as aforesaid, an	d tot personally,	
	BEAT.		Meausa	E 110% Juliu	. }
	Atte	est #		CIA CO BOSAT	ri kejen
	TE OF ILLINOIS, SS.			ACCIDIANT DECEMBER	-
THE	II, the unders that the above in NATIONAL BARTER BY Greg Kasprzyk GRICAN NATIONAL BARTER AND	igned, a Notary Public in and for named NK AND TRUST CO PPANY to me to be the same bersona Vice Preside and Acknowledged that they are an and Acknowledged that they are an and and the free and youngers.	the County and State afores, President and Assistant S. OF CHICAGO. A National whose names are subscribed to sistant Secretary, respectively, delivered the said instrument d. National, Hanking Associati	sid. DO HEREBY CERTIFY ceretary of the AMERICAN Bakers of the AMERICAN Bakers of the construction of the construction of the use and purposes on for the uses and purposes	Document
AME ANG OF (13 N CHIC	ACO, ILLINOIS COMPANY OF COMPANY	niy hand au Notery Seal,	of the state of th	that said Assistant Secretary, ed the corporate seal of said ant Secretary's own free and Association for the uses and Date 12/10/90	\$0;:20-15
D E L	STREET GIZI N. NU	HWY TO	5057 W. I	FOR INFORMATION ON T STREET ADDRESS OF ABO DESCRIBED PROPERTY HE Dakin, Chicago IL	60641
I V E	CITY _CHICAGO (60631 -	_	13	25/3
R Y	INSTRUCTIONS				_
	RECORDER'S OFFICE BOX NUMB	CR	i	1	

I certify that I am familiar with Chapter 13-10 of the Municipal Code of Chicago ("Building Registration Ordinance) and that the above described real estate is not improved with a building for which registration

signed

90620715







3[[--91]

500.001 REAL ISTATE IRANSACTION TAX 952927
DEPARTMENT OF REVENUE