90157710

DEPT-01 RECORDING

\$16.00

T#2222 TRAN 2195 04/06/90 14:50:00

***-90-157710**

COOK COUNTY RECORDER

[Space Above This Line For Recording Data] -

LOAN # 1-709593-81

, which is organized and existing

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on the 2nd day of APRIL 19 90. The mortgagorifill ERTO ARIAS, JR AND MARY ELISABETH T. ARIAS, HIS WIFE day of

("Borrower"). This Security Instrument is given to

GMAC MORTGAGE CORPORATION OF PA under the laws of PENNSYLV ANTA , and 8360 OLD YORK BOAD, ELKINS PARK, PA 19117-1590

, and whose address is

Borrower owes Lender the principal sum of ONE HUNDRED EIGHT THOUSAND THREE HUNDRED FIFTY AND 108,350,00). This debt is evidenced by Borrower's note 00/100 ********** Dollars (U.S. \$ dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not 01, 2020 paid earlier, due and payable on MAY 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 here by mortgage, grant and convey to Lender the following described property

located in

County, Illinois:

UNIT 20 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS FARCEL I):

LOTS 2, 3, 6, 7, 10 AND 11 IN BLOCK 4 (N SCOVILLE AND NILE'S ADDITION TO OAK PARK, BEING A SUBDIVISION OF THE WAST 40 ACRES OF THE SOUTH WEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE '3, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP AND EASEMPR'S, COVENANTS AND RESTRICTIONS FOR PLEASANT-MAPLE CONDOMINIUM MADE BY COSMOPOLITIAN NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 15, 1968, AND KNOWN IS TRUST NO. 17737, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COURTY, ILLINOIS, AS DOCUMENT NO. 22527048 AND AMENDED BY DOCUMENT NU. 22564829,0 TOGETHER WITH THE UNDIVIDED PERCENT INTEREST IN SAID PARCEL AS HEREINAFTER SET FORTH (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) ALL IN COOK COUNTY, HALINOIS.

TAX 1.D. NUMBER: 16-07-308-028-1020 VOLUME 141

90457710

which has the address of

208 SOUTH MAPLE - UNIT #20 (Street)

OAK PARK

Illinois

60302 [Zip Code]

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNOFFICIAL COPY

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 Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by the Lender in connection with borrowers' entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for the 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 ancount 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 not held by Lender in one or more payments as required by Lender.

Upon payment if 12.1 of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If voider paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the side 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 Payment. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: 6.5%, to late charges due under the Note; second, to prepayment charges due under the

Note; third, to amounts payable under parago, but 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shill pluy 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 minner 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, lead 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 note 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, Borrowe, 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.

CONDOMINHEM RIDER

THIS CONDOMINIUM RIDIR is made this 2nd day of APRIL 19 90, 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

GMAC MORTGAGE CORPORATION OF PA

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at

208 SOUTH MAPLE - UNIT #20

OAK PARK Property Address:

IL 60302

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as

PLEASANT-MAPLE CONDOMINIUMS

"vania of Condomision Project,

(the "Condominium Project") If the Owners Association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower", interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest

CONDOMERUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender Earlier covenant and agree as follows:

- A. Condominism Obligations, Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project's (ii) by-laws; (iii) code of regulations, and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

 B. Hazard Insurance. See any as the Owners Association maintains, with a generally accepted insurance carrier, a
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the condominum Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the period, and against the hazards Lender requires, including fire and hazards meluded within the term "extended coverage," then
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurar con the Property; and
- (ii) Borrower's obligation under Colorin Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required cover ge is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any Japse in required hazard insurance coverage

In the event of a distribution of hazard insurance projects in heu of restoration or repair following a loss to the Property, whether to the unit or to common elements, an proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Secu ity Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take sucl actions as may be reasonable to insure that the Owners Association maintains a public hability insurance policy acceptable v. form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for datages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in heu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.
- E. Lender's Prior Consent, Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain:
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

By SIGNING BELOW. Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider

GILBERTO ARIAS, JR.

GILBERTO ARIAS, JR.

(Seal)

MARY ELISABETH T. ARIAS, HIS WIFE

(Seal)

Borrower

_____(Seal)

Witness

-- Borrower

UNOFFICIAL COPY

Property of Cook County Clerk's Office

occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by 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 occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: applicable law may specify for reinstatement) before sale of the Property pursuart to any power of sale contained in this enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as 18. Betrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

remedies permitted by this Security Instrument without further notice or demand on Borrower. this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period federal law as of the date of this Security Instrument

secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural

Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Sote and of this Security instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any 17. Transfer of the Property or any part of the Propert

which can be given effect without the conflicting provision. To this end the provisions of this Security Latrument and the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security I ist ument or the Note jurisdiction in which the Property is located. In the event that any provision or clause of this Search Instrument or the

in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal low and the law of the

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 applicable law requires use of another method. The notice to Lender shall be directed to the first class mail to Lender's address stated herein or any other address by notice to Lender designates by concerto Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower of Lander when given as provided in this Security Instrument shall be deemed to have been given to Borrower of Lander when given as provided in this Security Instrument shall be deemed to have been given to Borrower of Lander when given as provided in this Security Instrument shall be deemed to have been given to Borrower of Lander when given by the security Instrument shall be deemed to have been given to Borrower of Lander when given by the security Instrument shall be deemed to have been given to Borrower of Lander when given by the security Instrument shall be deemed to have been given to Borrower of Lander when given by the security Instrument shall be deemed to have been given to Borrower of Lander when given by the security Instrument shall be deemed to have been given to Borrower of Lander when given by the security Instrument shall be address.

14. Notices. Any notice to Borrower provided for in this Security Instructor, shall be given by delivering it or by Varagraph 17. permitted by paragraph 19. If Lender exercises this option. Lender shall take the steps specified in the second paragraph of

13, Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unentorical is 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 may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies If enactment of expiration of applicable laws has the effect of

partial prepayment without any prepayment charge under the Note. permitted limits will be refunded to Borrower. Lender maje the second this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. It a refund reduces principal, the reduction will be treated as a necessary to reduce the charge to the permitted limit; and (n) ary sums already collected from Borrower which exceeded

charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount 12. Loan Charges. Withe loan secured by this county instrument is subject to a law which sets maximum loan

лиэгиол газмоллод твит the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations vith regard to the terms of this Security Instrument or the Note without that Borrower's interest in the Property and a the terms of this Security Instrument; (b) is not personally obligated to pay Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey this Security Instrument shall bind an 15 ment the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and several, Any Borrower's covenants and several. Any Borrower who co-signs this Security

shall not be a waiver of or preclude 'ne exercise of any right or remedy.

11, Successors and Assigns from doint and Several Liability: Co-signers. The covenants and agreements of by the origin at Borrower or Borroy et successors in interest. Any forbearance by Lender in exercising any tright or remedy payment or otherwise modify. In ortization of the sums secured by this Security Instrument by reason of any demand made Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for interest of Borrower's all not operate to release the hability of the original Borrower or Borrower's successors in interest.

modification of an or read of the sums secured by this Security Instrument granted by Lender to any successor in posipone the due due date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

10, Borrage Not Released; Forbeatance By Lender Not a Waiver. Extension of the time for payment or Unless Lender and Horrower otherwise agree in writing, any application of proceeds to principal shall not extend or

to the sums secured by this Security Instrument, whether or not then due. given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is If the Property is abandoned by Borrower, or it, after notice by I ender to Borrower that the condemnor offers to paid to Borrower

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, divided by (b) the fair market value of the Property immediately before the taking. unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

assigned and shall be paid to Lender.

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection 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 appropriately and the property of the conveyance in lieu of condemnation, are hereby appropriately and the product taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law Bortower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument.

NON-UNIFORM COVENANTS BOTTOWET 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 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 Instrument.

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.

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

23. Rider 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 coverants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check apport to be box(es)]

Instrument. [Check appar at le box(es)]	us of this security instrument as if the	e rider(s) were a part of this Security
Adjustable Rate Lider	XX Condominium Rider	1-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	
Other(s) [specify]		
BY SIGNING BELOW, Borrower Instrument and in any rider(s) executed by		covenants contained in this Security
	4 X 7 M	ulo (Seal)
2 2	GILBERTO ARI	AS, JR.
		TH T. ARIAS, HIS WIFE Borrower
X////		(Seal)
	Witness	
	Witness	(Seal) –Borrower
	Space Below This Line For Acknowledgment} -	
STATE OF ILLINOIS,	Clerk	County ss:
On this, the 2nd undersigned officer, personally appeared	day of APRIL 1990	
GILBERTO ARIAS, JR AND MARY	ELISABETH T. ARIAS, HIS WI	known to the (or satisfactorily
proven) to be the person(s) whose name at executed the same for the purposes herein of		nt and acknowledged that they
IN WITNESS WHEREOF, I hereunto	set my hand and official seal.	
My Commission expires: 17 21012		
مرار المرار ا	المهمممم اعلاعا	
S NOTAR	NECOVORDO	$\sim \sim 5 \mathrm{g}_{\odot}$
E COM	NECIAL PUBLIC EITEAL MISSION EXPIRED OF ILLINOIS	lane & Cothins
-\	ENDIALO 10/8/018 }	

This document was prepared by:
SANDY HALLER for
GMAC Mortgage Corporation of PA
5540 WEST 111TH STREET
OAKLAWN , IL 60453



TITLE OF OFFICER