1009455

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TOF BANK

800 N. HARLETT AVENUE RIWER FOREST, IE 60305

MORTGAGE

THIS MORTGAGE is made this 22000 day of DETURER

1. between the Mortgagor, ERASHO FIGUEROA AND HARIA FIGUERUA, HUSBAND AND DIFE

(herein "Borrower"), and the Mortgagee,

, a corporation organized and

TOT DANK BAUTINGS FEB existing under the laws of THE (HATTER CT whose address is TOT THE AVECTOR OF THE AVECTOR ATTS OF AMERICA

MINNEAPORTS. NM 500000

(herein "Lender").

WHEREAS, Porrower is indebted to Lender in the principal sum of U.S. S. 18,000.00 BOYOBER 22, 1891 and extensions and renewals. which indebter's es is evidenced by Borrower's note dated thereof (herein "Nove"), providing for monthly installments of principal and interest, with the balance of indebtedness; if not sooner paid, due and payable on **开启人员员的**证据

TO SECURE to Lade the repayment of the indebtedness evidenced by the Note; with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the cover and agreements of Borrower herein contained. Borrower does hereby mortgage; grant and convey to Lender the following described property located in the County of COOK Illinois:

LOT 28 IN BLOCK 4 IN CONTITH'S RESUBDIVISION OF LOTS 81 TO 120, 124, TO 140 144 TO 150 AND 152 TO 157 JN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

-01 RECORDINGS TRAN 6959 10/24/91 09:57:00 1\$1111 TRA COOK COUNTY RECURDER

RIVER ATTACHED HERETO IS NADE A PART HEREUF.

SHAS S DASHIENAU AVE,

CHICAGO

which has the address of

(Street)

City

Illinois

(herein "Property Address");

|Zip Code|

n 1630

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage: and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are: hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands. subject to encumbrances of record. 092-072-0005597

ILLINOIS_HOME IMPROVEMENT_1/50_FRMA/FHLMC UNIFORM INSTRUMENT

BOX 15

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	a Motary Public in and for said county and st	I. (ALICIA ARQUEZ
	County ss:	SIVIEOE TITINOIS:
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	ERASHO FIGUEROA	
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Andreas Andreas Andreas Andreas Andreas Andreas Andreas	among since	
	ecuted this Mortguge.	IN WITHESS WHEREOF, Borrower has ex
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	ler, all Lender stadoress ser iorin on page one y salcior other foreclosure action	MORTG MORTG Borrower, and Pender request the holder of an action of acti

counconly for those rents actually received.

26. Mortgage. Lender shall release this Mortgage. Lender shall release this Mortgage without

management of the Property and collection of rents, including burnor limited to receiver streets premiums on receiver's Mortgage. The receiver shall be liable to bonds sand reasonable attorneys rees, and then to the sums secured by this Mortgage. The receiver shall be liable to

Upon acceleration under paragraph 17 hereof or abandonment of the Property Lender shall be entitled in conference of the Property and to conference of the reason of and manage the Property and to conference of the costs of the costs of the costs of the population of the costs o

UNIFORM COVENANT LINE OF LENGTH SOLETH LINE OF PY

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make, such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender:

If Borrower pays Funds to Lender, 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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits. Lender to make such a charge: Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Lorrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender snail out be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage. Lender shall promptly refund to Borrower any Funds, held by Lender. If under paragraph (7) bereof the Property is sold or the Property is otherwise 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 Mortgage.

3. Application of Payments. Unless applicat le law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest to able on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust: Charge: Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trustor other security agreement with a lien which has priority over this Mortgager including Borrower's covenants to make payments when don. Borrower shall pay or cause to be paideall taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements new existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrow it subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a formi acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage; deed of trustion other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower tails to respond to Lender with and days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance cheefits. Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or reprint of the Property or to the sums secured by this Mortgage.

- 6. Preservation and Maintenance of Property: Leaseholds: Condominiums: Planned Unit: Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterior tion of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a leasehold. If this Mortgage is on a leasehold. If this Mortgage is on a leasehold of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
- 7. Protection of Lender's Security. It Borrower fails to perform the covenants and agreements contained in this. Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage. Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indeptedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are bereby assigned and shall be paid to Lender, subject to the terms of any mortgage; deed of trust or other security agreement with a lien which has priority over this Mortgage.

*10. Serrower Neckschood; Forbearence By Lender Motes Weiver: Extension of the times for payment or modification of amortization of the sums secured by this Mortgage, granted by Lender to any successor in interest of Borrower and Borrower and Borrower and Borrower in interest. In interest shell mot be required to commence proceedings against such successor or refuse to extend time for remains not be required to commence proceedings against such successor or refuse to extend time for remains not be required to commence proceedings against such successor or refuse to extend time for remains not be required to the sums secured by the Mortgage by reason of any right or remedy or any such right or remedy successor in exercising any right or remedy successor in exercising any right or remedy becaused by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy there was a forded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy the end of the waiver of otherwise afforded by applicable law, shall not be a waiver of or preclude rice of any right or right or any such right or otherwise afforded by applicable law, shall not be a waiver of or preclude rice of any such right or any and any right or any are received to otherwise afforded by applicable law, shall not be a waiver of or preclude rice of any such right or remedy.

Constance state on the rights hereunder shall inture to the respective successors and assigns of Lender and some sections of the rights hereunder shall be some sections of the provisions of paragraph 16 hereof. All coverants and agreements of Borrower shall be joint and sections of the provisions of paragraph 16 hereof. All coverants and agreements of this Mortgage only to section the force of this Mortgage, only to section the force of this Mortgage, and (c) agrees that Lender in other the force of this Mortgage, (b) is seen any other sections of this Mortgage of the Mortgage is not the Mortgage as to that the Mortgage is not the Mortgage as to that the Mortgage is increase in the Property.

*** Mother: Except for any notice required under applicable law to be given in another manner. (8) any notice to social portuner provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail to socrower at the Property Address or at such other address as Borrower may designate by notice to Borrower as Borrower may designate by notice to Borrower as provided here as and (b) any notice to Lender shall be given by certified mail to bender saction. Any notice provided for in this sach other add to read to have been given to Borrower when given in the manner designated herein.

Constitute the control of the state and local laws applicable to this 'Mortgage shall be the laws of the species of the species of the species of the species of this Mortgage of the Note conflicts with applicable law, such conflict species of this Mortgage of the Note can be given effect without the conflicting conflict shall not affect out the revisions of this Mortgage of the Note which can be given effect without the conflicting provision of this Mortgage of the Note which can be given effect without the conflicting provisions of this Mortgage and the Note are declared to be severable. As used herein, each to this end in a storm of this Mortgage and the extent not prohibited by applicable law or limited conflicting construction or the capenses and sationers storm of this law or limited confliction or storm o

Id: Berrewer's Cept. Borrowers1.1/1.1/2-furnished a conformed copy of the Note and of this Mortgage at the time of securion of after recordation hereof.

*** In Lender, on the basis of any information obtained regarding the state steree; reasonably determines that Lender is security may be simpaired, or that street is an enacceptable likelihood of a breach for any covenant or agreement in this 'Mortgage, for it the required information is not submitted, that a timp declare all of the sumsiscented by this implication in accordance and payable. It is the exercises study or it is not escelerate, ilender and payable. It is the exercises study or it is accordance with paragraph 12 thereof. Such in the study provide a period or include the motive of accordance of accordance with paragraph 12 thereof. Such in the study provide a period or include the motive of accordance of acco

on Borrower, invoke any remedies permitted by paragraph Whereoven and agree as follows

Acceleration; Remedies. Except as provided in paragraph 3 6 hereof, upon Burrowe is breach of any coverage of Burrowe is breach of this Mortgage. Including the covenants to pay when due any tan a secured by this Mortgage. It cades prior to acceleration shall give notice to Borrower as provided in paragraph 12 how depositying: (1) the acceleration shall give notice; to be described in payable acceleration of the breach; and (4) that latter to cure such breach on or before it and breach on or before it is shall further inform Borrower of the right to reinstate after acceleration of the sums secured by this Mortgage, for close to the right to more consistently the information of the right to reinstate after acceleration and the right to most consistent in the breach is not cured on or before the date specified in the notice, in the breach is not cured on or before the date specified in the notice, in the decision and and may decise all of the same secured by the Mortgage to remediately due and payable without interndent and may lored same secured by the Mortgage to remediately due and payable without in the release of Borrower in the Mortgage by judicial proceeding. Lender shall be entitled to collect in such payable without in the release of lored said and and costs of documentary evidence; and costs of documentary evidence; and costs of documentary evidence; and entitled to collect a better of the entitled to respect the contest and costs of documentary evidence; and entitled to collect absorber the entitled to respect the entitled to respect the entitled to respect the entitled to respect the entitled to collect in such as a better the entitled to respect the entitled to th

ductorios Borrower's Right to Reinstate. Norwithstanding, Lender's acceleration of the semis secured by this Mortgage ductorios britis and the semis secured by this Mortgage ductorios borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage it. (a) Borrower pays, Lender all sums which would be then due under this Mortgage, and the host mould be then due under this Mortgage, and in this Mortgage; (b) Borrower pays, all reasonable breaches of any other coverants of Borrower contained in this Mortgage; and in expenses incurred; (b) Borrower pays, all reasonable breaches of any other coverants of Borrower contained in this Mortgage; and in enformed to the contained in initial Mortgage; and in the contained in initial Mortgage; and in the contained to incurred to a section as the seconable attorneys and all tenders as provided in paragraph if hereof, including, but not limited to reasonable attorneys and (d) Borrower takes such action as Lender; and Borrower takes the sums secured by this Mortgage. Sinit tension the payment and cure by Borrower, this Mortgage and the cultic by this continue of Borrower; by Borrower, this Mortgage and the chief Upon such payment and cure by Borrower, this Mortgage and the colligations secured hereby shall remain with the form of the control of the continue of the form of the continue of Upon such payment and cure by Borrower, this Mortgage and the colligations secured hereby shall remain in the form of the form of the continue of Upon such payment and cure by Borrower, this Mortgage and the colligations secured hereby shall remain the form of the

in full force and effect as at no acceleration had occurred to a lotter a strict a credit oct with purable to collect the form of the form of the strict of

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THIS VARIABLE RATE RIDER is made this [17] [14]	Cay or	CTORER	, 19 91 ,
and is incorporated into and shall be deemed to amend and supple by the undersigned (the "Borrower") to secure Borrower's Variable	ment the Mortgage (t Rate, Note to	the "Security Instrument") Professor (Professor United)	of the same date given - S P
(the "Lender") of the same date (the "Note") and covering the prop	erty described in the	e Security Instrument and I	ocated at:
		y	
(Propert	ly Address)		
The Note contains provisions allowing for "index rate" changes, and for annual adju	changes in the stments to Borr	ower's payment amo	
justments in the loan term or adjustment to	Borrower's fina	ilipayment/amount.	
		•	
ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Secu	rity Instrument, Bor	rrower and Lender further	covenant and agree as
tolions:			
CHANGES IN PAYME: T 5 CHEDULE DUE TO INTEREST The Note provides for an axi ial annual interest rate of	The second secon	and also provides for chan	are in the interest rate
and payment schedule as follows:		and also provides foretian	es in the interest tate
	Control On in oxonee	24 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
vious business day in the Wall Street Journ Au iden "Money Rates" (some other interest rate index which is composable and will notify decreases, the interest rate will also decrease by the saive amount. If	the "index rate"). If the Borrower of the chan the index rate increase.	ge. If, during the term of th ses, the interest rate will also	hed, Lender will select the Note, the index rate o increase by the same
amount. Lender will recalculate and reset the ani ual interest rate earliest changes in the index rate. The interest rate will move be more that	han Cara	% per year or less tha	m-9,00% per year. The
interest rate in effect on the date 120 days before the final payment is [7]. Borrower's monthly payment will change annually or each a the amount of the monthly payment that would be large enough to	mniversary date of the repay the unpaid pr	he first payment due date. I incipal balance of the Note	lender will determine plus interest on that.
amount in full by the final payment due date. Lender will use the in (referred to below) to make this calculation, if the Note has not been		the date shown in the noti	ce of payment change 골슬하기
Borrower will pay the remaining unpaid principal and accrued inter-	re stirl full on that da		
Borrower will continue to make regular monthly payments or paid in full. Interest rate increases may extend the original payment			
. Borrower will pay the remaining unpaid pri	ncipal and archied in	nterest in full on that date.	
Borrower's final payment will be adjusted so that the unpaid NOTICE.	principal and where	st due under the Note white	æ paid in full.
Lender will give to Borrower a notice of any changes in the payr	nent at least 25 day (but r 5 more than 120 days:	before the date when
the change becomes effective. LOAN CHARGES.	,	10.	
If the loan secured by the Security Instrument is subject to a law			
so that the interest or other foan charges collected or to be collected in loan charge shall be reduced by the amount necessary to reduce the c Berrower which exceeded permitted limits will be refunded to Born	charge to the permitte	ed limit; and 2) any sums a	lready collected from
cipal owed under the Note or by making a direct payment to Borrow			
tial prepayment under the Note.			Ç.
LEGISLATION. If, after the date hereof, enactment or expiration of applicable la	aws have the effect ei	ther of rendering the provi	ions of the Note, the
Security Instrument or this Variable Rate Rider (other than this parties sums secured hereby uncollectable, as otherwise provided in the	rigraph) unenforceat Security Instrument	ole according to their terms t and this Variable Rate Ric	i, or all brany partiof.) der, or of diminishing:
the value of Lender's security, then Lender, at Lender's option, may due and payable.	ectare an sums secur	ed by the Security instrume	meto be immediately.
			9155654
	D		
IN WITNESS WHEREOF Borrower has executed this Variable Rat	e Rider.		
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DUE-ON-TRANSFER RIDER

Notice: This rider adds a provision to the Security Instrument allowing the Lender to require repayment of the Note in: full upon transfer of the property.

This Due-On-Transfer Rider is made this day of 19, and is incorporated into and shall be deemed to amend and supplement the Mortgage. Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

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

(Property Address)

AMENDED COVERAGE. In addition to the coveriants and agreements made in the Security Instrument, Borrowei and Eender fürther owneant and agree in 6 flows.

A. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant to of the Security Iristrument is amended to read as follows:

16. Transfer of the Property or a Ben. Social Interest in Borrower, If all or any part of the Property or an interest therein is sold or transferred by Borrower (or if a beneficial interest in Fore iway is sold or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity? Althout Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Security Instrument which do s no relate to a transfer of rights of occupancy in the property, (b) the creation of appurationace money security interest for household appliances. (c) a transfer by devise, descent or by operation of law upon the death of adjoint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase. Lender may, at liender's option, deciare all the sums secured by this Security Instrument of by immediately due and payable.

If Lender exercises such option to accelerate. Lender shall may 1 for ower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the divide the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expirition of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

Lender may consent to a sale or transfer if: (1) Borrower causes to be subtraited to Lender information required by Lender to evaluate the transferce as if a new leap were being made to the transferce (2) Lender reas, nally determines that Lender's security will not be impaired and that the risk of a creath of any covenant or agreement in this Security Instrument is acceptable; (3) interest will be payable on the sums secured by this Security Instrument at a rate acceptable to Lender; (4) changes in the terms of the Note and this Security Instrumentures quired by Lender are made, including, for example, periodic adjustment in the interest rate, different final paymentidate for the loan; and addition of unpaid interest to principal; and (5) the transferee signs an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument; as modified liftrequired by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee as a condition to Lender's consentro any sale or transfer.

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

IN WITNESS WHEREOF, Borrower has executed this Due-On-Transfer Rider.

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DEE-CIN-LIKANNEER RIDER - Second Mongage --- 4/82 - FNMA UNIFORM INSTRUMENT

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