

PREPARED BY:  
DARCEL J. WILLIAMS  
FLOSSMOOR, IL 60422

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RECORD AND RETURN TO:

LA SALLE BANK MATTESON  
1701 RIVER OAKS DRIVE  
CALUMET CITY, ILLINOIS 60409

ATTENTION: DARCEL J. WILLIAMS

(Print Above This Line For Recording Data)

**MORTGAGE**

315232-4

**92548519**

THIS MORTGAGE ("Security Instrument") is given on JULY 17, 1992  
RAUL PACHECO  
AND CONCEPCION R. PACHECO, HUSBAND AND WIFE

The mortgagor is

("Borrower"). This Security Instrument is given to  
LA SALLE BANK MATTESON

DEPT-01 RECORDING 839.50  
182266 TRM 4935 07/27/92 13755100  
65372, A. M. - 92 - 548519  
COOK COUNTY RECORDER

which is organized and existing under the laws of THE STATE OF ILLINOIS  
addressed at 1701 RIVER OAKS DRIVE  
CALUMET CITY, ILLINOIS 60409  
ONE HUNDRED THOUSAND  
AND 00/100

, and whose

("Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ 100,000.00 )

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for  
monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 1, 2022

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,  
extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to  
protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this  
Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant an interest to Lender the following  
described property located in COOK County, Illinois:

LOT 14 AND THE EAST 1/2 OF LOT 15 IN BLOCK 19 IN FORD CALUMET  
HIGHLANDS ADDITION TO WEST HAMMOND SUBDIVISION OF THE EAST 1116 FEET  
OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 36 NORTH,  
RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

STAMP

30-07-414-037

which has the address of 654 MEMORIAL DRIVE, CALUMET CITY  
Illinois 60409 ("Property Address");  
Zip Code

Official Copy

ILLINOIS Single Family-Fannie Mae/Freddie Mac LENDERS MORTGAGE INSTRUMENT

Page 1 of 3

FORM 3074, 8/89

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WWW.FREDDIE.MAC.COM - 812.293.8100 - 800.821.7291

39.50

Stamp with initials

10/10  
10/10  
10/10

more of the action set forth above within 15 days of the giving of notice.

If Borrower makes those payments directly, Lender shall promptly discharge any lien which has priority over this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may affect priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 15 days of the giving of notice.

4. Changes; Lien. Borrower shall pay all taxes, assessments, charges, liens and expenditures all due or due to the Property, which may attach priority over this Security Instrument, and recorded payments or liens on the Property, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Lender shall pay them on the date which may attach priority over this Security Instrument.

3. Application of Payments. Unless specified in records of title, all payments received by Lender under paragraph 2 and 3 shall be applied, first, to any payments due under this Note; second, to amounts due under paragraph 2; third, to interest due; fourth, to principal due; and last, to any charges due under this Note.

Upon payment in full of all debts secured by this Security Instrument, Lender shall promptly return to Borrower any Funds held by Lender, under paragraph 21, Lender shall execute in and for the Property, Lender, prior to the expiration or sale of the Property, shall apply any Funds held by Lender in the name of acquisition or sale in a credit against the debt secured by this Security Instrument.

If the Funds held by Lender exceed the amount required to pay the debt secured by this Security Instrument, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender is not sufficient to pay the debt secured by this Security Instrument, Lender may, at any time, after notice in writing, and, in such case, Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

1. Payment of Principal and Interest. Lender shall promptly pay when due the principal of and interest on the debt evidenced by this Note and any payments and late charges due under this Note. Lender shall pay when due the principal of and interest on the debt evidenced by this Note and any payments and late charges due under this Note.

2. Funds for Taxes and Insurance. Subject to applicable law, in a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under this Note, and the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly household payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any other payments payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These funds are called "Funds for Taxes and Insurance."

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's account under the Federal Real Estate Business Procedure Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lower amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lower amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future taxes or otherwise in accordance with applicable law.

The Funds shall be held in a trust account or in any Federal Reserve Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, except for the amount of the Funds to make such Escrow Items. Lender may not charge Borrower for holding and applying the Funds, except for the amount of the Funds to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent tax and title reporting service used by Lender in connection with this loan, or an applicable law provides otherwise. Unless an agreement in writing or applicable law requires otherwise to be paid, Lender shall be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid 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 or added only as security for all debts secured by this Security Instrument.

1. Payment of Principal and Interest. Lender shall promptly pay when due the principal of and interest on the debt evidenced by this Note and any payments and late charges due under this Note.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT constitutes a valid lien on the real estate and non-real estate interests which are listed and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. Borrower covenants and agrees to convey the Property and that the Property is unencumbered, except for encumbrances of record, borrower warrants that the Property is being conveyed to the lender free of all other liens and claims.

TOGETHER WITH all the instruments now or hereafter made or hereafter made in connection with this Security Instrument, and all amendments and additions that may be made or hereafter made in connection with this Security Instrument, all of the foregoing is referred to as this Security Instrument or the "Property."

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Form 3014 8/80

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, lightning, explosion, riot, strike, sabotage, theft, burglary, vandalism, flood or flooding, for which Lender requires insurance. This insurance shall be maintained in the amount and for the periods that Lender requires. The insurance contract providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to bind the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

6. Occupancy, Prorated and Protection of the Property; Borrower's Principal Residence. Borrower shall occupy the Property as his principal residence and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless Lender's consent is required. Borrower shall not occupy the Property as a second home, vacation home, or for any other purpose which is not economically feasible or repair in an economically feasible and Lender's security is not impaired. If the retention or repair of the Property is not economically feasible or repair in an economically feasible and Lender's security is not impaired, the insurance proceeds shall be applied to the sum of the repair or replacement of the Property, whichever is less, and the insurance carrier shall be notified of the same. 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.

Under 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 21 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 covered by the Security Instrument immediately prior to the acquisition.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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 attorney's fees and carrying on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

Any amount disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree in 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.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to the extent of the mortgage insurance previously in effect, at a cost substantially equivalent to the original mortgage insurance coverage. Borrower shall pay to Lender each month a sum equal to approximately equivalent mortgage insurance coverage as not available. Borrower shall pay to Lender each month a sum equal to approximately equivalent mortgage insurance coverage as not available. Borrower shall pay to Lender each month a sum equal to approximately equivalent mortgage insurance coverage as not available.

9. Lender's Right to Accelerate. If Borrower fails to perform the covenants and agreements described above, Lender may, at Lender's option, declare the entire amount of the loan to be due and payable immediately. This acceleration shall not constitute a waiver of Lender's right to require performance of the loan. Lender may, at Lender's option, require the borrower to pay the entire amount of the loan to the lender immediately. This acceleration shall not constitute a waiver of Lender's right to require performance of the loan.

payments may no longer be required at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to 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 not then due, with any taxes paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** 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 liability 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.

12. **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 Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

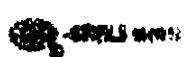
13. **Loan Charge.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced 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.

14. **Notice.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given 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.

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 that end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

made [signature] [signature]



17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without

Leader's prior written consent, Leader 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 Leader if exercise is prohibited by federal law as of the date

of this Security Instrument.

If Leader exercises this option, Leader shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Leader may invoke any remedies

permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Redeem. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower (a) pays

Leader all sums which due would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Leader may reasonably require to assure

that the lien of this Security Instrument, Leader's right 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer, unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other

information required by applicable law.

20. Hazardous Substances. Borrower will not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, or allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential use and to maintenance of the Property.

Borrower shall promptly give Leader written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take

all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substance" means those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, solvents, pesticides and herbicides, volatile solvents, asbestos, radon, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that

relate to health, safety or environmental protection.

21. Acceleration Remedies. Borrower and Leader further covenant and agree as follows:

(a) Acceleration Remedies. Borrower shall give notice to Borrower prior to acceleration of this Security Instrument's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17) unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default; and (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 same as occurred 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, Leader shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph

21, including, but not limited to, reasonable attorney's fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Leader shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

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

24. Release. Upon payment of all sums secured by this Security Instrument, Leader shall release this Security Instrument

without charge to Borrower. Borrower shall pay any recording costs.

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

26. Release. Upon payment of all sums secured by this Security Instrument, Leader shall release this Security Instrument

without charge to Borrower. Borrower shall pay any recording costs.

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

28. Release. Upon payment of all sums secured by this Security Instrument, Leader shall release this Security Instrument

without charge to Borrower. Borrower shall pay any recording costs.

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

30. Release. Upon payment of all sums secured by this Security Instrument, Leader shall release this Security Instrument

without charge to Borrower. Borrower shall pay any recording costs.

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

32. Release. Upon payment of all sums secured by this Security Instrument, Leader shall release this Security Instrument

without charge to Borrower. Borrower shall pay any recording costs.

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

34. Release. Upon payment of all sums secured by this Security Instrument, Leader shall release this Security Instrument

without charge to Borrower. Borrower shall pay any recording costs.

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

36. Release. Upon payment of all sums secured by this Security Instrument, Leader shall release this Security Instrument

without charge to Borrower. Borrower shall pay any recording costs.

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

38. Release. Upon payment of all sums secured by this Security Instrument, Leader shall release this Security Instrument

without charge to Borrower. Borrower shall pay any recording costs.

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

40. Release. Upon payment of all sums secured by this Security Instrument, Leader shall release this Security Instrument

without charge to Borrower. Borrower shall pay any recording costs.

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

42. Release. Upon payment of all sums secured by this Security Instrument, Leader shall release this Security Instrument

without charge to Borrower. Borrower shall pay any recording costs.

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

44. Release. Upon payment of all sums secured by this Security Instrument, Leader shall release this Security Instrument

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

(Check applicable box(es))

- Adjustable Rate Rider
- Graded Payment Rider
- Balloon Rider
- V.A. Rider

- Co-ownership Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) specify:

- 1-4 Family Rider
- Weekly Payment Rider
- Second Home Rider

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

*[Signature]*  
Witness

*[Signature]* (Seal)  
RAUL PACHECO Borrower

Witness

*[Signature]* (Seal)  
CONCEPCION R. PACHECO Borrower

(Seal)  
Borrower

(Seal)  
Borrower

STATE OF ILLINOIS

COOK

County of

I, THE UNDERSIGNED

Notary Public in and for said

county and state do hereby certify that

RAUL PACHECO AND CONCEPCION R. PACHECO, HUSBAND AND WIFE

personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the use and purpose therein set forth.

Given under my hand and official seal, this 17th day of July 1992

My Commission Expires:

*[Signature]*  
OFFICIAL SEAL  
IRENE CAREY  
Notary Public, State of Illinois  
My Commission Expires 1/1/93

00000000

**ADJUSTABLE RATE RIDER**  
(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 27th day of JULY, 19 92, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Ms. SALLE HANK MATTERSON (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

554 MEMORIAL DRIVE, CALUMET CITY, ILLINOIS 60409

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 8.2500%. The Note provides for changes in the interest rate and the monthly payments, as follows:

**1. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the first day of AUGUST 1, 19 92, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an index. The "index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE FOURTHS percentage points (2.7500%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 13.2500% or less than 3.2500%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 13.2500 %

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any change in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

# UNOFFICIAL COPY

DPS 836

\_\_\_\_\_  
(Borrower)

\_\_\_\_\_  
(Borrower)

\_\_\_\_\_  
CONCEPCION R. PACHICO  
(Borrower)

\_\_\_\_\_  
RAUL PACHICO  
(Borrower)

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

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

To the extent permitted by applicable law, Lender may change a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep in promises and agreements made in this Note and in the Security Instrument. Borrower will continue to be obligated under the Note and the Security Instrument unless Lender releases Borrower in writing.

Transfer of the Property or a beneficial interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred for a beneficial interest in Borrower to be sold or transferred and Borrower is not a natural person, Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercising is prohibited by federal law as of the date of the Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

2. When Borrower's initial fixed interest rate changes to an adjustable rate under the terms stated in Section 4 above, Uniform Covenant 17 of the Security Instrument contained in Section B 1 of the Security Instrument shall be amended to read as follows:

(f) 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 the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

Transfer of the Property or a beneficial interest in Borrower. If all or any part of the Property or an interest in it is sold or transferred for a beneficial interest in Borrower to be sold or transferred and Borrower is not a natural person, Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument.

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 17 of the Security Instrument shall be in effect as follows:

0654822



# UNOFFICIAL COPY

## 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 17TH day of JULY, 1992, 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 LA SALLE BANK MATTESON (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

654 MEMORIAL DRIVE, CALUMET CITY, ILLINOIS 60409  
(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. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument; building materials, appliances and goods of every nature whatsoever now or hereafter located on, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, freezers, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, porcelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument for the leasehold estate (if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property".

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not lease, 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.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. 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.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 18 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 9 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 9 shall remain in effect.

**G. 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 lease and to execute new lease, in Lender's sole discretion. As used in this paragraph G, the word "leases" shall mean "subleases" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVERS; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (a) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (b) Lender has given notice to the tenants that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

# UNOFFICIAL COPY

WFS 1055

- Borrower

Name

- Borrower

Name

- Borrower

Name

- Borrower

Name

CONCEPCION R. JACREDO

RAUL JACREDO

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this 1-4 Family First

Security Instrument.

**1 CROSS-DEFAULT PROVISION** Borrower's duty or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may enforce any of the remedies permitted by the

terms when all the terms recited by the Security Instrument are paid in full. This assignment of Rights of the Property shall terminate when all the terms recited by the Security Instrument are paid in full. Lender, or Lender's agent or a judicially appointed receiver, shall not be required to order upon, take any step or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agent or a judicially appointed receiver, may do so at any time when a default occurs. Any appointment of Rights shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rights of the Property shall terminate when all the terms recited by the Security Instrument are paid in full.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Note and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph. Lender, or Lender's agent or a judicially appointed receiver, shall not be required to order upon, take any step or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agent or a judicially appointed receiver, may do so at any time when a default occurs. Any appointment of Rights shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rights of the Property shall terminate when all the terms recited by the Security Instrument are paid in full.

If the Note or the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Note, any funds expended by Lender for such purpose shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Article 1 of the Security Instrument. Lender, or Lender's agent or a judicially appointed receiver, shall not be required to order upon, take any step or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agent or a judicially appointed receiver, may do so at any time when a default occurs. Any appointment of Rights shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rights of the Property shall terminate when all the terms recited by the Security Instrument are paid in full.

2025-06-13