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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 29TH, day of OCTOBER, 1992. The mortgagor is ANTONIO F ROJAS - AND HUSBAND AND WIFE MARIA G ROJAS

("Borrower"). Inis Security Instrument is given to MORTGAGE CAPITAL CORPORATION 🕟 which is organized and existing under the laws of Minnasota, and whose address is 111 E. KELLOGO BLVD., ST. PAUL MN 55101,

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

The second of the second of the second of the second ONE HUNDRED EIGHTERN THOUSAND ONE HUNDRED FIFTY AND NO/100 DOLLARS (U.S. & 118,150.00). This debt is evidenced by Borrower's note dated the same date in this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on the first day of NOVEMBER, 1997. This Sacurity Instrument secures to Lender: (a) 🐃 the 🖰 repayment of the debt evidenced by the Note, with Interest, and all renewals, and extensions and modifications of the Note; (b) the payment of all other sums, with intorest, 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 Moto. For this purpose, Sorrower does hereby with mortgage, grant and convey to Lender the following described property located in -COOK County, Illinois:

LOT 28 IN BLOCK 5 IN WILLIAM A. BOND AND COMPANY'S ARCHER HOME ADDITION, BEING A RESUBDIVISION OF BLOCKS 1 TO 16 INCLUSIVE, IN WILLIAM A. BOND'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ...

> CBC777 Taxon Term 107, 107, 107, 10 153-00 E MILE CHILDSOY SESANSIZES

19-10-212-013

which has the address of 4837 S KEELER AVENUE, (Street)

CHICAGO ere to special of (off)

("Property Address"); " (")

Commence of the second

Illinois 60632-[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all sasements, appurtenances, and fixtures now or horeafter a part of the property. All replacements and additions shall miso 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 swised of the estate horeby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Remnower warrants and will defend generally the title to the Property against call 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.

PAGE 1 OF 6

ILLINOIS-Single Family-Formie Mac/Fredddie Mac UNIFORM INSTRUMENT Form 3014 9790

CLDOC927 (03/92)

UNIFORM COVENANTS. Borrower and London toverant and any end fillows.

1. Payment of Principal 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, Sorrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold 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 promiums, if any; and (f) any sums paymble by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the applicable payment a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section \$2501 at seq. ("RESPA"), unless another law that applies to the funds sets a lesser amount. If so, Londer may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the besis of current data and reasonable estimates of expenditures of future Escrox Items or otherwise in accordance with applicable law.

The funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Itoms. Lender may not charge Gorrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Gorrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. 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 as additional security for all sums secured by this Decurity Instrument.

If the Funds held by Lender excess the amounts permitted to be held by applicable law, Lender shell account to Gorrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the funds held by Londer at any time it not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums accured by this _country Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, ___der shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums secured or this Security Instrument.

- 3. Application of Payments. Unless applicable law provides giverwise, att payments received by Lender under paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any lote charges due under the Note.
- 4. Charges; Liens. Morrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Distrument, and Leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manier 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 recorpts evidencing the payments.

Borrower shell promptly discharge any lien which has priority over this Security intrument unless Borrowers (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, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Benurity 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 actisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property 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, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that tender requires. The insurance carrier 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 murtgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower thervise a ree in within, Anstrance proceeds while we applied to restoration or repair of the Property damped, if the estoration or repair is accommissible for Lender's security is not lessoned. If the restoration or repair is not scommissibly feasible or Lender's security would be lessoned, 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 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 secured by this Security Instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application: Leaseholds. Borrower shall occupy, establish, and use the Property as - Borrower's - principal residence within sixty days after the execution of this Security Instrument and shall continue to toccupy t the property as Borrower's principal residence for at least one year after the date of recupancy. Unless the Lender otherwise agrees in writing, which consent shall not be unreawonably withheld, or unless: extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, Illow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lunder's ... good faith judgment could result in forfeiture of the Property or otherwise materially impair the tien created by this Security imprument or Lender's security interest. Borrower may cure such as default and roinstate, as provided to present 18, by causing the action or proceeding to be dismissed with a ruling that, in Leader's good faiti determination, procludes forfeiture of the Borrower's interest in the Property or other material important of the lien created by this Security Instrument or Lender's security interest. Borrower shall also by in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender (with uny) material information) in connection with the loan evidenced by the Note, including, but / not / limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the less shold and the fee title shall not merge unless lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property of Borrower fails to perform the coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such an a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce taws 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 our 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 brown additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other items of payment, these amounts shall been interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Landar to Borrower requesting payment.

- 8. Mortgage Insurance. If Lender required mortgage insurance as a prdition of making the loan secured by this Security Instrument, Borrover 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, Borrover shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrover of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender, if substantially equivalent mortgage insurance coverage, is not available, Borrover shall pay to Lender each month a sum equal to one-twelfth of the yearly rurtgage insurance premium being paid by Borrover when the insurance coverage lapsed or ceased to be in affect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Lender reserve 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. Borrover 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 Borrover 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 time of condemnation, are hereby assigned and shall be paid to Lender.

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In the event of a tetal table of the Property in proceeds that the applied of the property instrument, which is not the due with no eccuse had to Bornwer 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 Bornower and Lender otherwise agree in writing, the sums secured by this Security Instrument ahall 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 Bornower. 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 Bornower 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 Lendor 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 No. Released; Forbearance By Lender Not a Maiver, Extension of the time for payment or modification of and fization of the sums secured by this Security Instrument granted by Lender to any successor in interest at 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 ratuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Increment by reason of any demand made by the original Borrower or Borrower's successors in interest. Any integrance 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 found; 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 Sorrower who co-signs this Sorroity Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to Mortgige, 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 Socurity Instrument; and (c) agree that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations (it) regard to the terms of this Security Instrument or the Note without that Sorrower's consent.
- 13. Loan Charges. If the loan secured by this Security increment is subject to a law which sets maximum loan charges, and that law is finally interpreted in that the interest or other loan charges collected or to be collected in connection with the loan except the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce in charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted incits will be refunded to Borrower. Londer may choose to make this refund by reducing the principal owed y or 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. Notices. Any notice to Serrower provided for in this Security Introment 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 & signates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address / (a) of herein or any other address Lender designates by notice to Borrower. Any notice provided for in this pecurity instrument shall be deemed to have been given to Borrower or Lender when given as provided in this polymorph.
- 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 cliuse of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security.
- 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 Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
- If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which a Burrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior I to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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roupr shall heve 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 Morrower: (a) pays Lender all sums which then 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 attorneys' fees; and (d) takes such action as lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Mote (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 Services unrelated to a wale 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 🔊 the new Loan Servicer and the address to which payments should be made. The notice will also contain -y other information required by applicable law.

20. Hazardous Justances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Halaribus Substances on or in the Property. Borrower shall not do, nor 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 iquantities of Hazardous Substances that an renerally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Sorrower shall promptly give lander 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 Hozardous Substance or Environmental Least which Borrower has actual knowledge. If Borrower Learns, or is notified by any governmental or regulatory authority. That any removal or other remodiation of any Razardous Substance affecting the Property is nucessary, Sorrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous S batances" are those substances defined us toxic or hazardous substances by Environmental Law and the following substances: gasoline, becomens, other 🕚 finamable or toxic petroleum productu, texic pentiriles and herbicides, volatile solvents, materials containing abboaton or formuldehydo, and radioactive reterials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the Unisdiction where the Property is located that rolate to health, melety or environmental protection.

21, Acceleration; Remodiss. Lender shall give notifies to Borrover prior to appoint the following Borrower's breach of any covenant or agreement in this Serumity instrument (but not prior to accoloration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the notice is given to Burrower, by which the default must be cured; and (3) 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 male 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 Borrecom to acceleration and forectosure. If the default is not cured on or before the date specified in the notice at lender at lits option may require immediate payment in full of all sums socured 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall referen Security Instrument without charge to Borrower, Borrower shall pay any recordation coats,

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

24. Riders to this Security Instrument. If one or more ridors are executed by Borrower and recorded together with this Security instrument, the coverants 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(%) were a part of this Security Instrument.

(Chock	applicab	le	box(es)]
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()	Adjustable Rate Rider	() Condominium Rider	[] 1-4 Family Rider
t 1	Graduated Paymont Rider	() Planned Unit Development Rider	[] Biweekly Payment Ride
(x)	Battoon Rider	() Rate improvement Rider .	[] Second Home Rider
()	V.A. RIDER	[] Other(H) (upecify)	

PAGE 5 OF 6

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Witness:	MARIA G ROJAS Social Security : 357686340	воггон
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1, the undersigned, a fotory Public in and for said a ANTONIO F ROJAS AND MARIA G ROJAS HUSBAND FALLIFE	LOURY WAS BIRE OF HELDY CELLUTY THAT	
foregoing Instrument, appearable before me this THEY signed and delivered the said instrument as THES and purposes therein set forth.	s day in person, and acknowledged that IR free and voluntary act, for the uses	
THEY signed and delivered the said instrument as THES and purposes therein set forth. Given under my hand and official Seat this 2. TH day of	s day in person, and acknowledged that IR free and voluntary act, for the uses	
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UNOFFICIAL COPY.

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BALLOON RIDER

(CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 29TH day of OCTOBER, 1992, 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 the Borrower's Note to MORTGAGE CAPITAL CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

4837 S KEELER AVENUE, CHICAGO, IL 60632-

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, accower and Lender further covenant and agree as follows (despite anything to the Contrary contained in the Security Instrument or the Note):

1. CONDITIONAL RIGHT TO REPURNE

At the maturity date of the note and Security Instrument (the "Note Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of the first day of NOVEMBER, 2022 (the "New Maturity Date"), and with an interest rate equal to the "New Loan Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinance Option"). If those conditions are not mot, I understand that the Note Holder is under no obligation to refinance the Note or to modify the Note, reset the Note Rate, or extend the Note Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me they money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinance Option, certain conditions must be met as of the Note Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Note Maturity Date; (3) chare are no liens, defects, or encumbrances against the Property, or other adverse matters affecting title to the Property (except for taxes and special casessments not yet due and payable) arising after the Security Instrument was recorded; (4) the Now Loan Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW LOAN RATE

The New Loan Rate will be a fixed rate of interest equal to the Federal Home Loan Mortgage Corporation's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percent (0.5%), rounded to the nearest one-eighth of one percent (0.125%) (the "New Loan Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinance Option. If this required net yield is not available, the Note Holder will determine the New Loan Rate by using comparable information.

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CALCULATING THE NEW

Provided the New Loan Rate as calculated in Section 3 above is than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are matinfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Note Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Loan at the New Loan Rate in equal monthly payments. result of this calculation will be the new amount of my principal and interest payment every month until the New Loan is fully paid.

EXERCISING THE CONDITIONAL REFINANCE OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Note Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to own on the Note Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinance Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of person representing the Note Holder that I must notify in order to exercise the Conditional Lefinance Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinance Option by notifying the Note Holder no earlier than 60 calendar digs and no later than 45 calendar days prior to the Note Maturity Date. The Note Holder will calculate the fixed New Loan Rate based upon the Federal Home Lown Nortgage Corporation's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holms: with acceptable proof of my required ownership, occupancy and property lien status. Before the Note Maturity Date the Note Holder will advise me of the reginterest rate (the New Loan Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with the exercise of the Conditional Refinance Option, including but not limited to cost of updating the title insurance policy.

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

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