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011927496

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 6, 1992 The mortgagor is DAVID RODRIGUEZ AND RAMONA RODRIGUEZ, HIS WIFE

("Borrower"). This Security Instrument is given to St. Paul Federal Bank for Savings

which is organized and existing under the laws of United States of America and whose address is 6700 W. North Ave, Chicago, Illinois 60635

("Lender"). Borrower owes Lender the principal sum of EIGHTY THOUSAND, FIVE HUNDRED AND NO /100 Dollars U.S. \$ 80,500.00

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 DECEMBER 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 and convey to Lender the following described property located in COOK County, Illinois:

LOT 2 IN BLOCK 1 OAK PARK AVENUE SUBDIVISION BEING A SUB-DIVISION OF CERTAIN BLOCKS AND PARTS OF BLOCKS IN E.P. SHOTWELL'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PIN #19-06-103-023-0000

DEPT-01 RECORDING \$33.00
T61111 PLAN 0397 11/16/92 10:26:00
#8959 167 * -92-855867
COOK COUNTY RECORDER

which has the address of 3922 S. OAK PARK AVE. STICKNEY

Illinois 60402 ("Property Address")
Zip Code

ILLINOIS—Single Family—Fannie Mae Freddie Mac UNIFORM INSTRUMENT

Form 3014 2/90

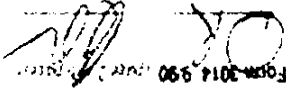
2395 SEP 91

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Handwritten signature/initials

Handwritten initials

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When all the improvements now or hereafter erected on the property, and all easements, appurtenances and other rights in or to the property are transferred to the Security Instrument, the Borrower warrants that the property is not encumbered with any other liens or interests of record. The Borrower warrants that the property is not subject to any other liens or interests of record. The Borrower warrants that the property is not subject to any other liens or interests of record.

2. Funds for Taxes and Insurance. Subject to application of the Note and any prepayment and late charges due under the Note, the Borrower shall pay all taxes and insurance premiums on the property in full. The Borrower shall pay all taxes and insurance premiums on the property in full.

3. Payment of Principal and Interest (Charges). Borrower shall promptly pay, when due, the principal amount of the loan and all interest thereon as provided in the Security Instrument.

4. Charges (Taxes, Insurance, etc.) Borrower shall pay all taxes, assessments, charges, fees and impositions payable in connection with the property, and all charges due under the Note.

5. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender in connection with the Security Instrument shall be applied first to any prepayment charges due under the Note, second to any charges due under the Note, and third to the principal amount of the loan.

6. Escrow. Lender may require the Borrower to establish an escrow account for the payment of taxes, insurance premiums, and other charges due on the property.

7. Lender's Lien. Borrower shall pay all taxes, assessments, charges, fees and impositions payable in connection with the property, and all charges due under the Note.

8. Borrower's Obligations. Borrower shall remain obligated to pay the loan and all interest thereon as provided in the Security Instrument.

9. Lender's Remedies. In the event of default under the Security Instrument, Lender may exercise its remedies under applicable law.

10. Assignment. Lender may assign its rights and obligations under the Security Instrument.

11. Notices. All notices shall be given to the Borrower at the address set forth in the Security Instrument.

12. Entire Agreement. This Security Instrument constitutes the entire agreement between the parties.

13. Governing Law. This Security Instrument shall be governed by the law of the State of California.

14. Waiver of Defenses. Borrower waives any defenses it may have against Lender's enforcement of the Security Instrument.

15. Acknowledgment. Borrower acknowledges that he/she understands the terms of this Security Instrument and agrees to be bound by its terms.

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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, 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 Lender 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 mortgage 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 otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

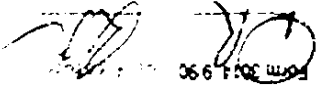
Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's 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 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 extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow 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 Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstatement, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default of Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender or failed to provide Lender with any 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 leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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, or 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 attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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 obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu



15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the State in which the Property is located. In the event that any provision of this Security Instrument or the Note which can be construed to conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note are intended to be severable.

14. **Notice.** Any notice of Borrower provided for in this Security Instrument shall be given by delivering it to the Borrower at the address stated herein or by first class mail, postage paid, to the address stated herein or by first class mail, postage paid, to the address stated herein or by other address designated by notice to Lender. Any notice to Lender or any other address designated by notice to Lender shall be given by first class mail, postage paid, to the address stated herein or by other method. The notice shall be deemed to have been given to Borrower if Lender has provided a copy of the notice to the Borrower at the address stated herein or by first class mail, postage paid, to the address stated herein or by other method designated by notice to Lender.

13. **Loan Charges.** Lender is secured by this Security Instrument to the extent of the unpaid principal balance of the loan. Lender may charge any and all charges, including but not limited to, interest, taxes, fees, and other charges, including but not limited to, late charges, processing charges, and other charges, on the loan. Lender may also charge any and all charges, including but not limited to, late charges, processing charges, and other charges, on the loan. Lender may also charge any and all charges, including but not limited to, late charges, processing charges, and other charges, on the loan.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The obligations of the Borrower under this Security Instrument shall be the obligations of the Borrower, its successors, assigns, heirs, personal representatives, estate, and all other persons claiming through the Borrower, jointly and severally. The obligations of the Borrower under this Security Instrument shall be the obligations of the Borrower, its successors, assigns, heirs, personal representatives, estate, and all other persons claiming through the Borrower, jointly and severally.

11. **Borrower Not Released; Co-payment by Lender Not a Waiver.** Lender's payment of any amount due by the Borrower under this Security Instrument shall not constitute a release of the Borrower from its obligations under this Security Instrument. Lender's payment of any amount due by the Borrower under this Security Instrument shall not constitute a release of the Borrower from its obligations under this Security Instrument.

10. **Condemnation.** In the event of any condemnation of the Property, the proceeds of any condemnation shall be paid to the Borrower. In the event of any condemnation of the Property, the proceeds of any condemnation shall be paid to the Borrower. In the event of any condemnation of the Property, the proceeds of any condemnation shall be paid to the Borrower.

9. **Inspection.** Lender or its agent may make reasonable inspections of the Property and the proceeds of any condemnation of the Property. Lender or its agent may make reasonable inspections of the Property and the proceeds of any condemnation of the Property. Lender or its agent may make reasonable inspections of the Property and the proceeds of any condemnation of the Property.

8. **Assignment.** The Borrower shall not assign or otherwise dispose of its interest in the Property or the proceeds of any condemnation of the Property without the prior written consent of Lender. The Borrower shall not assign or otherwise dispose of its interest in the Property or the proceeds of any condemnation of the Property without the prior written consent of Lender.

7. **Acceleration.** In the event of a default by the Borrower under this Security Instrument, Lender may declare the entire amount of the loan to be due and payable immediately. In the event of a default by the Borrower under this Security Instrument, Lender may declare the entire amount of the loan to be due and payable immediately.

6. **Waiver.** The Borrower hereby waives its right to assert any defense or claim against Lender in connection with this Security Instrument. The Borrower hereby waives its right to assert any defense or claim against Lender in connection with this Security Instrument.

5. **Insurance.** The Borrower shall maintain adequate insurance on the Property and the proceeds of any condemnation of the Property. The Borrower shall maintain adequate insurance on the Property and the proceeds of any condemnation of the Property.

4. **Assignment of Proceeds.** The Borrower shall assign to Lender the proceeds of any condemnation of the Property. The Borrower shall assign to Lender the proceeds of any condemnation of the Property.

NOTE: 99C

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred for 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 Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of 90 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 entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred, pays all expenses incurred in enforcing this Security Instrument including, but not limited to, reasonable attorneys' fees, and if takes such action as Lender may reasonably require to ensure that the lien of this Security Instrument, Lender'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 will 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 until the 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 shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not, for 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 quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender 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 initiates, or is notified by any governmental or regulatory authority that any removal or other remedial action 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 Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, 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.

Noted on page 2014/0990. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument but not prior to acceleration under paragraph 17 unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 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 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.

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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 boxes]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input checked="" type="checkbox"/> Other(s) (specify) LOAN RIDER | | |

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders executed by Borrower and recorded with it.

David Rodriguez (Seal)
DAVID RODRIGUEZ - Borrower

Social Security Number 327-46-8349

Ramona Rodriguez (Seal)
RAMONA RODRIGUEZ - Borrower

Social Security Number 361-46-4776

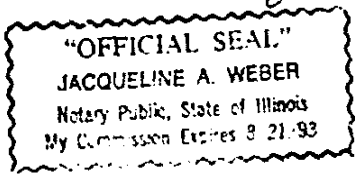
[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS, COOK County ss:

I, JACQUELINE A. WEBER
a Notary Public in and for said county and state, certify that DAVID RODRIGUEZ AND
RAMONA RODRIGUEZ
personally known to me to be the same person(s) whose name(s) ARE
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they
signed and delivered the instrument as their free and voluntary act, for the uses and purposes therein
set forth.

Given under my hand and official seal, this 04th day of November 1992

My Commission expires: August 21, 1993



Jacqueline A. Weber
Notary Public

RAYMOND F SEIFFERT
ST PAUL FEDERAL BANK FOR SAVINGS
6700 W NORTH AV
CHICAGO, IL 60635

MAIL TO
BOX 283

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LOAN RIDER

LOAN NO 011927496
DATE NOVEMBER 6, 1992

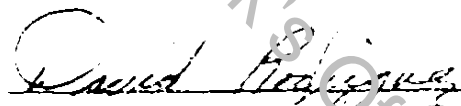
THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned (the "Borrower") to St. Paul Federal Bank For Savings (the "Lender") to secure a mortgage indebtedness; said Security Instrument encumbers real property commonly described as

3922 S OAK PARK AVE, STICKNEY IL 60402

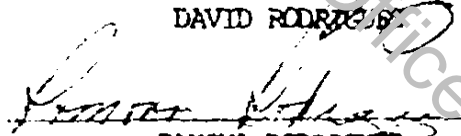
PROPERTY ADDRESS:

- 1.) Borrower and Lender agree that notwithstanding anything contained in Uniform Covenant 21 of the Security Instrument, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed
- 2.) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect

IN WITNESS WHEREOF, BORROWER has executed this RIDER



DAVID RODRIGUEZ Borrower



RAMONA RODRIGUEZ Borrower

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Property of Cook County Clerk's Office

9175 26400

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BOX 33