92353144

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State of himnois

MORTGAGE

FHA Case 140

1316703922

. The Mortgagor is THIS MORTGAGE ("Security Instrument") is made on APRIL 30TH, 1992 ALMA I HARO, MAPRIED TO MARCELINO HARO and TRANQUILING CORTES, MARRIED TO MAELVIA CORTES and MARTHA HERNALDEZ. A NEVER MARRIED PERSON and NORMA HERNANDEZ, A NEVER MARRIED PERSON

("Borrower). This Security Instrument is given to

MIDAMERICA FEDERAL SAVINGS BANK

which is organized and existing under the laws of

THE UNITED STATES OF AMERICA

, and whose

address is

1001 S WASHINGTON ST. NAPERVILLE IL 60566

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

ONE HUNDRED FORTY THREE THOUSAND TWO HUNDRED AND NO/100

Dollars (U.S. \$ 143, 200.00

This debt is evidenced by Borrower's note dated the same date as his Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MAY 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; (b) the payment of all other surns, with interest, advanced under paragraph 6 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

County, Illinois:

LOT 4 IN T. P. PHILLIP'S BOULEVARD SUBDIVISION OF BLOCK 17 IN THE SUBDIVISION OF THE NORTH-WEST 1/4, OF SECTION 29, TOWNSHIP 19 NORTH, PANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY RECORDER PP1625-29-* 145555 TENN 7621 95/22/92 12:19:98

89 TEF

SHICHOUSE TA-1436

P.I.N. 16-29-123-023-0000

which has the address of

2406 S AUSTIN BLVD, CICERO

Illinois

60650

[Zip Code] ("Property Address");

[Street, City],

FHA Illinois Mortgage - 2/91

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

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

- 1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
- 2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and intact as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sorth of the estimated amounts. The full annual amount for each item shall be commutated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts sollocted in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments held by flenc'er for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments or the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by florrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary. This Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premum, installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any pulsance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

<u>First</u>, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.

	are accounted by Barrayuse and recorded together with this Saguity
20. Riders to this Security instrument. If one or more indersing instrument, the covenants of each such inder shall be incorporately	are executed by Borrower and recorded together with this Security
agreements of this Security Instrument is 7 the rider(s) were a part of	this Security Instrument [Check applicable box[es]]
agreements of this security instrument as thre noterly vicious participation	——
	uated Payment Rider Z Other [Specify] FHA-Due-On-Sale ing Equity Rider Z 1-4 Family Rider
BY SIGNING BELOW, Borrower accepts and agrees to the terms co	ntained in this Security Instrument and in any rider(s) executed by
Borrower and recorded with it.	•
Witnesses:/	6 1101
16 6 6	O Clarit Of Bland
Willed of	MINITY SAUTO- (Seal)
	ALMA I HARO
	the family to be
	TRANSPORTE CONTROL CONTROL (Seal)
	Trongott man Journa
Daulle Golfmand (Seal)	None M. Abrundan (Seal)
CMADTHA HEDNANDEZ Borrower	NORMA HERNANDEZ
	'\C'
STATE OF ILLINOIS, Cook	County ss:
1. The nules s 1920 a Notary Public in and for said o	county and state do hereby certify that ALMA I HARO,
MARRIED TO MARCELINO HARO and TRANQUILINO CORT	res, married to magnific and martha
HERNANDEZ, A NEVER MARRIED PERSON and NORMA HE	the same person(s) whose name(s) subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledge signed and delivered the said instrument as their	free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and official seal, this	day of april 1992
My Commission expires: 9/33/94	Carrie Wistalf
大人	otary Public
This instrument was prepared by:	
KENNETH KORANDA	WHEN RECORDED RETURN TO:
1001 S. WASHINGTON ST.	MICAMERICA FEDERAL SAVINGS BANK
NAPERVILLE, IL 60566	* 1001 S. WASHINGTON ST.
	NAFERVILLE, IL 60565
	CENTICUL SULL
	Carrie Vicatali
331500077	Notary Public, State of Illinois Notary Public, State of Illinois Notary Public, State of Illinois

- 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 9.b. 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. Notices. 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 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.
- 14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is locater. 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 this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 15. Borrower's Copy. Borrower shrift be given one conformed copy of this Security Instrument.
- 16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constituter an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents receive it by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrume(it: (c) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

- 17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender 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 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the penods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of cool payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legality entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

- 5. 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 the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's courcil. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandons a Property. Borrower shall also be 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 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 the provisions of the lease. If Borrower acquires fee title to the Property, the loan ehold and fee title shall not be merged unless Lender agrees to the merger in writing.
- 6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly after: Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then 1 ender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains upaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over any amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

- 8. Fees. Lender may collect fees and charges authorized by the Secretary.
- 9. Grounds for Acceleration of Debt.
 - (a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
 - (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
 - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
 - (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:
 - (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise of descent) by the Borrower, and
 - (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee over so occupy the Property but his or her credit has not been approved in accordance with the requirements or the Secretary.
 - (c) No Waiver. If circumstations occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
 - (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not pennithed by regulations of the Secretary.
 - (e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option and notwithstanding anything in paragraph 9, require immediate rayment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note secured thereby shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.
- 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies oven after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, for closure costs and reasonable and distormary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of toleclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the microy of the lien of the security Instrument.
- 11. Borrower Nct Released; Forbearance By Lender Not a Waiver. Extension of the time of 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 successor 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.

In consideration of Mid America Federal Carings and Loan Association granting a mortgage loan to THICE (INO HARO LICO . and for and in consideration of Ten Dollars paid to the undersigned, and for other good and valuable consideration, the undersigned does hereby waive any and all homestead interest created now or in the future in the favor of the undersigned in the following described real property together with any rights the undersigned may have by reason of the Illinois Marriage and Dissolution Act, Chapter 40, Sec. 101 et. seg. (1977), now or as amended:

The undersigned further agrees and consents to the mortgage or transfer of title, of the above mentioned property, to Mid America Federal Savings and Loan Association. free and clear of any marital right as defined in Illinois Statutes and of any homestead right or interest created now or hereinafter created in favor of the undersigned.

The undersigned further states that the above described property is not marital property as described and defined in Chapter 40, sec. 101 et. seg., Illinois Revised Statutes, 1977.

This waiver is given and specifically refers to the mortgage in favor of Mid American Federal Savings and Loan Association dated the 30th day of April 19 92 , as Loan No. 331500077 Ot Convit

STATE OF ILLINOIS)) ss. COUNTY OF

92353144

The undersigned being first duly sworm on oath, deposes and states that he has read the foregoing Walver of Homestead and Marital Right whic. he has hertofore subscribed to.

MARCELINO HARO

Subscribed and Sworm to before me this 12

OFFICIAL SEAL YOLANDA RIOS Notary Public, Cook County State of Illinois My Commission Expires 1-11-94

331500077

92359244

LOT 4 IN T. P. PHILLIPS BOULEVARD SUBDIVISION OF BLOCK 17 IN THE SUBDIVISION OF THE NORTHWEST 1/4 C. SECTION 29, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. DOOD OF

County Clart's Office

In consideration of Mid America Federal Cavings and Loan Association granting a mortgage loan to Tranquilino Cortes , and for and in consideration of Ten Dollars paid to the undersigned, and for other good and valuable consideration, ___, and for and in consideration the undersigned does hereby waive any and all homestead interest created now or in the future in the favor of the undersigned in the following described real property together with any rights the undersigned may have by reason of the Illinois Marriage and Dissolution Act, Chapter 40, Sec. 101 et. seg. (1977), now or as amended:

The undersigned further agrees and consents to the mortgage or transfer of title, of the above mentioned property, to Mid America Federal Savings and Loan Association, free and clear of any marital right as defined in Illinois Statutes and of any homestead right or interest created now or hereinafter created in favor of the undersigned.

The undersigned further states that the above described property is not marital property as described and defined in Chapter 40, sec. 101 et. seg., Illinois Revised Statutes, 1977.

This waiver is given and specifically refers to the mortgage in favor of Mid American Federal Savings and Loar Association dated the 30th day of April 19 92 , as Loan No. 331500077

STATE OF ILLINOIS)) 58. COUNTY OF

Of Collustration 200 The undersigned being first duly sworn on oath, deposes and states that & he has read the foregoing Waiver of Homestead and Marital Right which Su he has hertofore subscribed to.

× M Chow Ooster

92359144

Subscribed and Sworm, to before me this 1674 day of Han

SEAL **OFFICIAL** TEODORO SANDOVAL NOTARY PUBLIC BTATE OF ILLINDIE MY COMMISSION EXPIRES GRESTOS

92359144

LOT 4 IN T. P. PHILLIPS BOULEVARD SUBDIVISION OF BLOCK 17 IN THE SUBDIVISION OF THE NORTHWEST 1/4) OF SECTION 29, TOWISHIP SOOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS.

MidAmerica Federal

TOLOGIS

FHA DUE-ON-SALE RIDER

331500027

	incorporate				suppleme		, 1992 , page, Deed of Trust,
		·	ument") of the sam	-	-	dersigned (it	ne "Mortgager")
		Q.	bed in the Instrum		teď at:		
2	2406 S AUS	TIN PLVD,	CICERO, IL 6				
Comminand particles descent resident	issioner, or layable if all all to a purchace, or to a p	nis or her des or any part of aser or grant ourchaser or	ed by applicable la ligne i, declare all if the property is se ee who does not o	aw and with sums secure sold or other occupy the pr so occupy the	ed by this wise trans roperty as the propert	mortgage to sterred (othe his or her pri	he Federal Housing be immediately due ir than by devise or incipal or secondary credit has not been
	ENING BELO 1-Sale Rider.		or accepts and agr	rees to the t	erms and p	provisions co	ontained in this FHA
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Witness

NORMA HERNANDEZ 92359144

MARTHA HERNANDEZ

Mortgagor

Mortgagor

Wortgagor

Property of County Clert's Office

1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 30TH day of APRIL , 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 Note to MIDAMERICA FEDERAL SAVINGS BANK (the "Lender")

·

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

2406 S AUSTIN BLVD, CICERO, IL 60650

[Property Address]

1-4 FAMILY COVENATITS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. ADDITIONAL PROPERTY SCRECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following iterits are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, applicances and goods of every nature whatsoever now or hereafter located in, 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, tire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinks, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereinafter 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 (or 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 seek, 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 Expensy.
- C. SUBORDINATE LIENS. Except as permitted by federal law, Elonrower stick 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 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 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 leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; 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 (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) 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

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that world prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's igents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

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