AFTER RECORDING RETURN OFFICAL COPY LOAN 6: 1044786480% 370
936 LAKEVIEW PKWY. #105

VERNON HILLS, IL 60061

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0	92381211
28	[Space Above This Line for Recording Data]
20 700	MORTGAGE
,	THIS MORTGAGE ("Security Instrument") is given onMAY 21
SERVICES #.	19 92 . The mortgagor is VINCENTE HERRERA JR. AND BLANCA E. HERRERA . HUSBANO AND WIFE
	AND
TTORNEY	("Borrower"). This Security Instrument is given to BancPLUS Mortgag: Corp. which is organized and existing under the laws of the State of Texas and whose address is
Ë	9801 MCALLISTER FREEWAY, S.I. ANTONIO, TX 78216 ("Lender"),
	Borrower owas Lender the princips sum of NINETY EIGHT THOUSAND AND N 1/100——————————————————————————————————
	LOT 28 IN BLOCK 3 IN CEPEK, CERMAK AND FRIEDL'S SUBDIVISIONS OF LOTS 2, 3, 5,
	SECTION 28, TOWNSHIP 40 NORTH, BANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
	SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 92381211 - DEPT-01 RECORDING: \$3
	SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
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	SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 92381211 - DEPT-01 RECORDING 13 - T\$2222 TRAN 5629 06/01/92 15:11: - \$172.23 TRAN 5629 06/01/92 15:11: - \$172.23 TRAN 5629 06/01/92 15:11: - \$172.23 TRAN 5629 06/01/92 15:11:

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,"

RORROWER COVENANTS that Borrower is lawfully selsed 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.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform socurity instrument covering real property.

ILLINOIS - Single Family - Fannie Mae/Freddle Mac UNIFORM INSTRUMENT LB38 Rev. 04/91 (Page 1 of 5 Pages)

Form 3014 9/90

Property of Cook County Clerk's Office MARTINE AND THE SECTION AND THE SECTION OF THE SECT

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of 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, Borrower 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; and (f) any sums payable 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 maximum amount 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 2801 of seq. ("RESPA"), unless another law that applies to the Funds sets a leaser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the leaser amount, Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be hold 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 Lean Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow 1 ems, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this toan, unless applicable law provides otherwise. Unless an agreement is made or applicable taw requires interest to be paid, Lender shall not be required to pay Borrower any Interest or earnings on the Funds. Borrower and Lender may acree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual acrounting 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 Security Instrument.

If the Funds held by Lendar exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pr., the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount of 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 sect ed by this Security Instrument. Lender shall promptly refund to Borrower any Funds held by Lender, If, under paragraph 21, cender 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 by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all 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 tast, to any lote charges due under the Note.
- 4. Charges: Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents. If any, Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that minner, 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 receipts evidencing the payments.

Borrower shall promptly discharge any tien which has priority over this Security Instrument unless Borrower; (a) agrees in writing to the payment of the obligation secured by the tien in a manner acceptable to Londer; (b) contests in good faith the lien by, or defends against enforcement of the lien in, tegal proceedings which in the Londer's opinion operate to prevent the enforcement of the tien; or (c) secures from the holder of the lien an agreement satisfariory to Lender subordinating the lien to this Security Instrument, if Lender determines that any part of the Property is subject to the which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the Ilen, Borrower shall matisfy 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 herafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any give, 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'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 tessened. 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 Borrownr 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.

8. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lesseholds. 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 reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lander's good faith determination, precludes forfeliure 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 if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender for 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, for condomnation or torfeiture 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 some secured by a tien 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 to.

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

- Instrument, Borrower shall pay the primiting required to maintain the mortgage insurance in effect, If, for any reason, the mortgage insurance coverage required by tender tapses 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 necessary 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-twelft of the yarly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain those informations as a loss reserve in the of mortgage insurance. Loss 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, igain biscomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, on a provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between 8 provider 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 true 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 the of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. In the event of partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater from the amount of the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, any balance shall be paid to Borrower. In the event of a partial taking of the Property immediately before the taking is less than the amount of the sums secure immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable taw otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condensity 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. Berrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remody shall not be a waiver of or proclude the exercise of any right or remody.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security instrument shall bird and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that

Property of Cook County Clerk's Office

Form 3014 9/80

that failure to cure the actual of or percent the date specified in the pice insultresult in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Barrower 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 Barrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lander 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 recordation costs.
 - 23. Walver of Homestead, Borrower waives all right of homestead exemption in the Property.
- 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 Socurity Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

70		
X Adjustable Rate Ride.	Condominium Rider	1-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
Balloon Rider	Rate Improvement Rider	Second Home Rider
	To Adjustable Rate Rider (Fixed Rate Conv	···
Children Coppetity J		
BY SIGNING BELOW, Borrower according and in any rider(s) executed by Borrower and in any rider(s) executed by Borrower according to the second	epts and agrees to the terms and covenant and recorded with it.	s contained in this Security Instrument
	22 file	Seal)
	BLANCA E. HEN ZA	lines et - GRILAMAN
	C_{ℓ}	(Soat) -Bortower
		(Seal)
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STATE OF ILLINOIS		
COUNTY OF COOK	,	•
name QQQ subscribed to the fi	a notary public, in and for the common SE and Blanca E. P. his/her spouse, personally known to oregoing instrument appeared before me to a release and waver of the right of homesters.	his day in person and acknowledged free and voluntary act for the uses and.
"OFF	CIAL SEAL" CIP. A. Harb Sign State of Illinois Sign Fraging 5/13/95	and Notarial Seal this Q186. 1972. Weladda
This instrument was prepared by	y WENDY SUHLING of BancPLUS Mor	Notary Public.

(Page 5 of 5 Pages)

L838 Rev. 04/91

Property of Coop County Clerks Office

LASE JACONOCO (1900)

UNOFFICIAL COPY LOAN NO.: 10447864

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

THIS ADJUSTABLE RATE RIDER is made this 21ST day of MAY , 1992 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to BancPLUS Mortgage Corp. (the "Lender) of the same date and covering the property described in the Security Instrument and located at:

(Property Address)

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

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.125 %. The Note provides for changes in the interest rate and the monthly payments, as follows

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

(A) Change Dates

The interest rate ! will pay may charge on the first day of JUNE , 1993 , and on that day every 12th munth thereafte . Each date on which my interest rate could change is called a "Change Date."

(B) The Index

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

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

(C) Calculation of Changes

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8/25 % or less than 4.125 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 12.125 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

MULTISTATE ADJUSTABLE RATE RIDER-ARM 5-2- Single Family-FNMA/FHLMC UNIFORM INSTRUMENT LB29 Rev. 02/91 Page 1 of 2 Form 3111 3/85



B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferse as if a new loan were being made to the transferse; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

under the Note and this Sacurity Instrument unless Lender releases Borrower in writing.

if Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The rotice shall provide a period of not less than 30 days from the date the notice is delivered or malled within which Borrower must pay all sums secured by this Security instrument. If Borrower falls 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.

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

Adjustable Rate Rider.

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SEE ADDENDUM TO ADJUS	STABLE RATE RIDER (FIXED RATE CONVERSION OPTION)	92381211
	and went	(Seal) Borrower
	VINCENTE HERRERA, JN.	
	Blanca & Lyeuras BLANCA E, HERRERA	Borrower
	75	(Seal) Borrower
		Borrower
		(Seal)

ADDENDUM TO ADJUSTABLE RATE RIDER LOAN NO.: 10447884

THIS ADDENDUM TO ADJUSTABLE RATE RIDER Is made this 21ST day of MAY 19 92 , and is incorporated into and shall be deemed to amend and supplement the Adjustable Rate Rider (the "Rider") to the Mortgage, Deed of Trust or Security Dued (the "Security Instrument"), each dated the same date as this Addendum and given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note, with Addendum To Adjustable Rate Note, to BancPLUS Mortgage Corp. (the "Lender") and dated the same date as this Addendum (the "Note"), covering the property described in the Security instrument and located at:

5338 W. NELSON , CHICAGO, IL BOB41

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(Property Address)

ADDITIONAL SOVENANTS. In addition to the covenants and agreements made in the Security instrument and the Rider, Borrower and Lender further covenant and agree as follows: A. FIXED INTEREST PATE OPTION

The Note provides for the Borrowar's option to convert from an adjustable interest rate to a fixed interest rate, as follows:

1, Option to Convert to Fixed Rate

I have a Conversion Option that I can exercise unless I am in default or this Section A 1 will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by the Note from an adjustable rate to the fixed rate calculated by the Note Holder under Section A 2 below.

The conversion can only take place on tay in the first Change Date is 21 months or less from the date of the Note, the third, fourth or fifth Change data, or (b) if the first Change Date is more than 21 months from the date of the Note, the first, second or third Giange Date. Each Change Date on which my interest rate can convert from an adjustable rate to a fixed rate also is called the "Conversion Date." I can convert my interest rate only on one of the three Conversion Dates.

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that I want to de so at least 15 days before the next Conversion Date; (iii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (III) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee of ; and (IV) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

2. Calculation of Fixed Rate

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My new, fixed interest rate will be determined by the Note Holder based on the Federal National Mortgage Association's required net yield as of a date and time of day specified by the Note Holder for (I) If the original term of the Note is greater that 15 years, 30-year fixed rate nongages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term of the Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.825%), rounded to the nearest inc-eighth of one percentage point (0,125%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section A 2 will not be greater than the Maximum Rate stated in the Note.

3. New Payment Amount and Effective Date

If I am permitted to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the maturity date of the Note at my new fixed interest rate in substantially agual payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date. I will pay the new amount as my monthly payment until the maturity date of the Note.

FIXED RATE OPTION ADDENDUM (SECURITY INSTRUMENT)-Single Family-FNMA UNIFORM INSTRUMENT L811 Rev. 02/91 Form 3109 12/87 Page 1 of 2

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

if Borrower's adjustable interest rate is converted to a fixed rate as stated in Section A of this Addendum To Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security instrument contained in the Rider shall cease to be in effect, and the provisions of Uniform Covenant 17 of the Security instrument shall instead be in effect, as follows:

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 Borrower must pay all sums secured by this Security Instrument. If Borrower falls 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.

BY SIGNING BELOW, Porrower accepts and agrees to the terms and covenants contained in this Addendum To Adjustable Rate filder.

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VINCENTE HERRERA, JR.	
Blanca E. Herrera BLANCA E. HERRERA	Borrower
BLANCA E. HEHHEHA	
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	(Seal) Borrower