NORTH STAR COMMETMENT NO. 19 CONSUMER FINANCIAL SERVICES, INC.

5250 GRAND AVENUE # 14 GURNEE, IL 60031

MORTGAGE

93467223

THIS MORTGAGE is made this 16TH day of JUNE 19 93 . between the Mortgagor GILBERTO DAVILA AND NEREIDA DAVILA, HUBBAND AND WIFE (herein "Borrower"), and the Mortgagee.

TCF CONSUMER FINANCIAL SERVICES, INC. , a corporation organized and existing under the laws of THE STATE OF MINNESOTA whose address is 801 MARQUETTE AVE, MINNEAPOLIS, MN 55402 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 53,560.00 which indebtedness is evidenced by Borrower's note dated

JUNE 16, 1993 and extensions and renewals
thereof (herein 'Ne.e''), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid. Ane and payable on JULY 05, 2008

To Secure to Ler ler the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with introct thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenients and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK . State of Illinois:

LOT 34 IN BLOCK 7 IN WINSLOW AND JACOBSON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIPO PRINCIPAL MERIDIAN, IN COOK COUNTY OOF COUNTY C ILLINOIS.

PIN # 16-01-228-013-0000

93467223

DEPT-01 RECORDING

\$31.50

TRAN 2084 96/18/93 12:19:00 1/3000 -93-467223

COPK COUNTY RECORDER

93467223

RIDER ATTACHED HERETO IS MADE A PART HEREOF.

which has the address of 1225 NORTH CAMPBELL,

CHICAGO

60622

(Street)

(Cety)

Plinois

12ip Code I

(herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights. appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage: and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands. subject to encumbrances of record.

096-067-0030361

FLLINOIS HOME IMPROVEMENT 1 80 FINES FINES UNIFORM INSTRUMENT

LNO 35 76 #71 /3

account only for those rents actually received. bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to magement of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's Property including those past due. All tents collected by the receiver shall be applied first to payment of the costs of receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the reats of the Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a

charge to Borrower. Borrower shall pay all costs of recordation, if any. 30, Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without

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

MORTGAGES OR DEEDS OF TRUST
 - VAD FORECLOSURE UNDER SUPERIOR
REQUEST FOR NOTICE OF DEFAULT

default under the superior encumbrance and of any sale or other foreclosure action. priority over this Mortgage to give Motice to Lender, at Lender's address set forth on page one of this Mortgage, of any Borrower and Lender request the holder of any morigage, deed of trust or other encumbrance with a lien which has

14 WITNESS WHEREOF, Borrower has executed this Mortgage.

NEREIDA DAVILA MOUNDA DEMILE BILBERTO DAVILA DULLA DULL STA'TE OF ILLINOIS,

subscribed to the foregoing instrument,

GILBERTO DAVILA and NERETDA DAVILA

Personally known to me to the transfer of the transfer of

ARE

ince voluntary act, for the uses and purposes in rein set forth. $\frac{1}{2}$ be great and delivered the said instrument as free voluntary act, for the uses and purposes in rein set forth. appeared before me this day in person, and acknowledged that personally known to me to be the same personally whose name(s)

83

aung

To yeb

Given under my hand and official seaf, this

My Commission expires:

L6/01/0

ry Public, State of Illinois commission Expires 4/1 /87 TAYAI Commission Expires 4/14/97 my Public, State of Ithis BILLIE SUE BRAUN "OFFICIAL SEAL"

"OFFICIAL STAL" BILLIE BUE BAZUN

UNOFFICIAL COPY

10. Borrower Not released recolorance By London Roll Release Extended of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Löndon to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to P it twee at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address. I Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be the med to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing "aw, Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event this any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys" ees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be jurnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

25. Rehabilitation Loan Agreement. Bo rover shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, Borrower shall cause to be subjusted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrow, will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender, on the basis of any information obtained regarding the transferee, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihold of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted. Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice, shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower hay pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hercof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any some secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 overall specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach. Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents: Appointment of Receiver. As additional security hereunder. Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and guicable.

any condemnation or other taking of the Beopean or past therent, or for conveyance in heu of condemnation, are hereby assigned and shall headard tender, subject touch a time of the best or other security agreement with a head the priority needs of the street or other security agreement with a head the priority needs of the street or other priority and a head with a head the priority and a security agreement with a head the priority or other security agreement with a head the priority and a security agreement with a head to be priority and a security agreement with a head to be priority and a security agreement with a head to be priority agreement with a head to be priority agreement with a second of the priority agreement of the priority agreement with a second of the priority agreement of the priority ag

sadebtedness evidenced by the Note and late charges as provided in the Note. I. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest UNIFORM COVENANTS. Burrower and Lender covenant and agree as follows:

deed of trust if such holder is an institutional lender. such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid 2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender. Borrower shall pay

and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are

the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of unless such agreement is made or applicable law requires such interest to be paid. Lender shall not be required to pay may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender

they fail due, Borrower shall tay to Lender any amount necessary to make up the deficiency in one or more payments as the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as either promptly replied to Borrower or credited to Borrower on monthly installments of Funds. If the amount of taxes, assessments, farreance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, the due dates of tax a, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said If the am have of the Funds held by Lender, together with the future monthly installments of Funds payable prior to Funds are pledend as additional security for the sums secured by this Mortgage.

held by Lender at the time of application as a credit against the sums secured by this Mortgage. Lender shall apply, no later than intindiately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender. If under paragraphy 17 hereof the Property is sold or the Property is otherwise acquired by Lender. Upon payment in full of all swins secured by this Mortgage, Lender shall promptly refund to Borrower any Funds

Lender may require.

Borrower under paragraph 2 hereof, then to inferest payable on the Note, and then to the principal of the Note. the Note and paragraphs I and 2 hereof shalf be applied by Lender first in payment of amounts payable to Lender by Application of Payments. Univer applicable law provides otherwise, all payments received by Lender under

under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. 4. Prior Morigages and Deeds of Trust; Chriges; Liens. Borrower shall perform all of Borrower's obligations

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property Mortgage, and leaschold payments or ground rents, if an [assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this including Borrower's covenants to make payments thin due. Borrower shall pay or cause to be paid all taxes,

that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided. may require and in such amounts and for such periods as Lender rian require.

insured against loss by fire, hazards included within the term calcuded coverage", and such other hazards as Lender

proof of loss if not made promptly by Borrower. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make or other security agreement with a lien which has priority over this Mortgages Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust acceptable to Lender and shall include a standard mortgage clause in 17 vor of and in a form acceptable to Lender.

authorized to collect and apply the insurance proceeds at Lender's option either to restoration of repair of the Property notice is mailed by Lender to Borrower that the insurance carrier offers to settie a claim revit surance benefits, Lender is If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date

rower shall keep the Property in good repair and shall not commit waste or permit impairment of deterioration of the 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Uast Bevelopments. Boror to the sums secured by this Mortgage.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this tions of the condominium or planned unit development, and constituent documents. deciatation or covenants creating or governing the condominium or planned unit development, the by-laws and regulain a condominium or a planned unit development. Borrower shall perform all of Borrower's obugations under the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this (Ao' gage is on a unit

and some standing of the standing of the second standing of the second s insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then

become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall Borrower's and Lender's written agreement or applicable law.

8. Inspection, Lender may make or cause to be made reasonable entries upon and inspections of the Property. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof.

9. Condemnation. The proceeds of any anard or claim for damages, direct or consequential, in connection with related to Lender's interest in the Property. provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor



THIS VARIABLE RATE RIDER is made this 16TH day of JUNE , 19 93 and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Consumer Loan and Security Agreement to TCF CONSUMER FINANCIAL SERVICES, INC.

1225 NORTH CAMPBELL, CHICAGO, IL 60622

(the "Lender") of the same date (the "Note") 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 whenever the "index rate" changes, and for annual adjustments to Borrower's payment amount, adjustments in the loan term or adjustment to Borrower's final payment amount.

ADDITIONAL COVENANTS.

LEGISLATION.

In addition to the cov nants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

CHANGES IN PAYMENT SCHEDULE DUE TO INTEREST RATE CHANGES.

The Note provides for an initial annual interest rate of 11.65 %, and also provides for changes in the interest rate and payment schedule as follows:

Borrower's rate will be a variable annual rate of 5 ... 65 % in excess of the highest U.S. Prime Rate published daily in the Wall Street Journal under "Money Rate..." (are "index rate"). If the index becomes unavailable, Lender will select, to the extent permitted by applicable laws and regulations, some of its interest rate index that is comparable to the index and will notify Borrower of the change. Lender will recalculate and reset the annual interest rate each business day (excludes Saturday, Sunday and legal holidays), to reflect changes in the index rate. To figure the Annual Parcintage Rate, Lender adds 5 ... 65 percentage points to the index in effect the previous business day. Lender will change the Annual Parcintage Rate on the first business day (excludes Saturday, Sunday and legal holidays) following the day that the index change is published. The interest rate will never be more than 21 ... 75 % per year or less than 9.00% per year. The interest rate in effect on the date 120 c ays before the final payment is due will be the rate Lender charges after that date.

[X] Borrower's monthly payment will change annually on each anniversary date of the first payment due date. Lender will determine the amount of the monthly payment that would be large enough to repay the unpaid principal balance of the Note plus interest on that amount in full by the final payment due date. Lender will give to Borrower's notice of any changes in the monthly payment at least 25 days (but no more than 120 days) before the date when the change becomes effective, it ender will use the interest rate in effect on the date shown in the notice of payment change (referred to below) to make this calculation. If no Note has not been paid in full by

JULY 5, 2008 . Borrower will pay the remaining unpaid principal and accrued interest in full on that date.

[] Borrower will continue to make regular monthly payments until the unpaid principal and interest due under the Note have been paid in full. Interest rate increases may extend the original payment schedule. If the Note has not been paid in full by

Borrower will pay the remaining unpaid principal and accrued interest in full on that date.

Borrower's final payment will be adjusted so that the unpaid principal and interest due under the Note will be paid in full.

NOTICE.

Lender will give to Borrower a notice at least once each year during which an interest rate adjustment is implemented without an accompanying change is the amount of the monthly payment. The notice will include the current and price interest rates, a statement of the

companying change in the amount of the monthly payment. The notice will include the current and price interest rates, a statement of the loan balance and other information required by law and useful to Borrower.

LOAN CHARGES.

93467223

If the loan secured by the Security Instrument is subject to a law which sets maximum loan of arges, and the loan secured so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums are ally collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by relicing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be heated as a partial prepayment under the Note.

If, after the date hereof, enactment or expiration of applicable lav-s have the effect either of rendering the provisions of the Note, the Security Instrument or this Variable Rate Rider (other than this paragraph) unenforceable according to their terms, or all or any part of the sums secured hereby uncollectable, as otherwise provided in the Security Instrument and this Variable Rate Rider, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare di sums secured by the Security Instrument to be immediately due and payable.

IN WITNESS WHEREOF, Borrower has executed this Variable Rate Rider.	
Gelen Panie	(Scal
GILBERTO BAVILA	- Волоче
Marcila Marcila NEREIDA BAVILA	(Scal)
	(Seal)

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Property of Cook County Clerk's Office



DUE-ON-TRANSFER RIDER

Notice: This rider adds a provision to the Security Instrument allowing the Lender to require repayment of the Note in full upon transfer of the property.

This Due-On-Transfer Rider is made this 16TH day of JUNE, 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security

Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to TOF CONSUMER FINANCIAL SERVICES, INC.

(the "Lender")

of the same date (the "Note") and covering the property described in the Security Instrument and located at:

1225 NORTH CAMFRELL, CHICAGO, IL 60622

(Property Address)

AMENDED COVERY (I) In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as ion, w.

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

Uniform Covenant 16 of the Security, instrument is amended to read as follows.

16. Transfer of the Property or a Beneficial first, stin Borrower, If all or any part of the Property or an interest therein is sold or transferred by Borrower (or if a beneficial interest in Borrower in sold or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity) without Lender's prior written consent, excluding (a) the creation of a ben or encumbrance subordinate to this Security Instrument which does not relate to a transfer of rights of occupancy in the property. (b) the creation of a purchase money security interest for household appliances, set a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase. Lender may, at Lender's option, declare all the sums secured by this Security Instrument to Fernimediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borroy or notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, my oke any remedies permitted by paragraph 17 hereof.

Lender may consent to a sale or transfer if: (1) Borrower causes to be submitted 3.1 ender information required by Lender to evaluate the transferce as if a new loan were being made to the transferce; (2) Lender reasonably cetermines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable; (3) interest will be payable on the sums secured by this Security Instrument at a rate acceptable to Lender; (4) changes in the transfer of the Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment in the interest into, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferce signs an assumption agreement, that is acceptable to Lender and that obligates the transferce to keep all the promises and agreements made in the Note and in this Security Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee as a condition to Lender's consent to any sale or transfer.

Borrower will continue to be obligated under the Note and this Security Instrument unless Lender relevoes Borrower in writing

IN WITNESS WHEREOF, Borrower has executed this Due-On-Transfer Rider.

93467223

GILBERTO DAVILA

.....(Seal)

Marile Parile

___(Seal) Borrower

DUF4)N-FRANSER RIDER - Second Mortgage — 4/82 - FNMA UNIFORM INSTRUMENT

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