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CHICAGO
ILLINOIS

RECORDED ON
FEDERAL LAND
BUREAU OF THE UNITED STATES
DEPARTMENT OF THE INTERIOR
1701 M. STREET NW, SUITE 1000
WASHINGTON, DC 20540-0001

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1701 M. STREET NW, SUITE 1000
WASHINGTON, DC 20540-0001

08/10/1990

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 21ST, 1990.
The mortgagor is 601 S. 200 E. LIVELY AND MARIA D. RIVERA, HUSBAND AND WIFE.

DEAN, UNITED OF ILLINOIS, FEDERAL LAND BUREAU, DEPARTMENT OF THE INTERIOR, which is organized and existing under the laws of THE UNITED STATES, and whose address is 1701 SOUTHWEST FREEWAY, SUITE 1000, HOUSTON, TEXAS 77027 ("Borrower"). This Security Instrument is given to

SIXTY-TWO THOUSAND AND NO/100 Dollars (U.S. \$ 62,000.00). This debt, evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on PLEASE PRINT INITIALS OCTOBER 1, 2001. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK

County, Illinois:

LOT 32 IN BURCHELL'S SUBDIVISION OF BLOCK 2 IN TACOMA AND BURCHELL'S SUBDIVISION OF THE SOUTH 1/8 275 ACRES OF THE EAST 1/2 OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.L.N. #13-35-020-0627

93724449

which has the address of 700 N. 44TH AVENUE,
[Street]

Illinois 60647 [Zip Code] ("Property Address")

CHICAGO
[City]

ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1876 (8202)

Form 3014 9/90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc. ■
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3. **Hazard or Property Insurance:** Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the

However, such predominant power over this Society instrument unless Borrower (a) agrees to the payment of the principal and any unpaid interest accrued by the hen in a manner acceptable to Lender (b) continues in good faith the

4. **Chargers' Lenses:** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the premises or interest due, having to principal due and less to any late charges due under the contract.

3. Application of Payments

I now pay attention in full of all sums received by this Security instrument, I add a new promise, I demand to borrower any funds held by Lender, the under paragraph 21, Lender shall acquire or add the Property, Lender, prior to the acquisition of funds held by Lender, shall apply any funds held by Lender at the time of acquisition as a credit against the sum

such cases, however, such pay to receive the amount necessary to make up the deficiency in the more than twelve monthly payments, if tendered at discretion.

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for any sums so held.

2. Funds for Taxes and Insurance, subject to applicable law or to a written waiver by Lender, shall pay taxes and assessments which may affect the Note, until the Note is paid in full, a sum ("Funds") for (a) ready leasehold improvements of ground rents on the property; (b) ready leasehold improvements of property hazard or otherwise payable premiums, if any; (c) ready mortgage insurance premiums, if any; and (d) any sums payable by Borrower under a letter of credit, guarantee or otherwise relating to the payment of property hazard or otherwise premiums, if any; (e) ready mortgage loan fees, at any time, collected and held funds in an amount not to exceed the maximum amount of a letter of credit, guarantee or otherwise relating to the payment of property hazard or otherwise premiums, if any; (f) ready mortgage loan fees, at any time, required for the payment of property hazard or otherwise premiums, if any; and (g) any sums payable by Borrower under a letter of credit, guarantee or otherwise relating to the payment of property hazard or otherwise premiums, if any.

1. **Principle of Prerogative and Interest** Preparliament and Late Charges. Parliament shall promptly pay when due the principal of and interest on the debt or advanced by the late and any preparation and late charges due under the Note.

LIMITED WARRANTIES. Because and under certain circumstances, insurance companies do not cover real property.

THIS IS A REBILY INSTITUTE company. We offer you the best in customer service and support. Our mission is to provide you with the highest quality products and services at competitive prices.

WORKER OWNERS (OVERVIEW) is a collective noun describing individuals who have the right to own the property and control its use.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all the easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Second

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periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 (e) the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasehold. 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 Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default 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 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 condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu 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 again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

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18. Borrower's Right to Remedy. If borrower meets certain conditions, borrower shall have the right to have compensation of his security terminated in any time prior to the earlier of (a) 5 days for such other period as

If I consider exercises this option, Landre shall give Borrower notice of acceleration. The notice shall provide a period of no less than 30 days, from the date the notice is delivered or mailed within which Borrower must pay all sums accrued by this document in full without further notice or demand or Borrower may invoke any provision permitted by this Section.

16. I transferred a copy of my personal statement to the new owner of this property or made a copy available to the new owner of this property.

(2) *Guaranteeing law*: Separability. This warranty instrument will be governed by federal law and the law of the
jurisdiction in which the property is located. In the event that any provision of this warranty instrument or the Note are
invalid under applicable law, such portion shall not affect other provisions of this warranty instrument or the Note which can
be given effect without the conflicting provision. To this end the provisions of this warranty instrument and the Note are
deemed to be severable.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by mail unless otherwise specified for in this Security Instrument shall be given by delivery in or by

13. **Learn English.** If the local secondary school by this country's institution is superior to a few which exist mainly among foreign communities, it is

12. Successors and Assigns; Joint and Several Liability; Causiprers. The covenants and agreements of this instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this instrument.

11. **Borrower's Solvability Test** - Extension of the time for payment of principal or interest or fees or other amounts due under the Note or any other instrument or agreement between the parties hereto, or any extension of time for payment of principal or interest or fees or other amounts due under the Note or any other instrument or agreement between the parties hereto, shall not be deemed to constitute a waiver by the Borrower of its solvency test requirement set forth in Section 10.1 of the Note.

lenders as authorized to collect and apply the proceeds, at its option, either to restoration or repayment of the Property or to the satisfaction of debts and expenses of the Bank in respect of the same.

In this passage is abandoned by Scowcroft, or it, after notice by sender to former, that the communication offers to make

and amendment or other taking of any part of the Property, or for conveyance in lieu of condemnation, the lessee assigned the

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applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substance on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

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

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

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

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and delivered the said instrument as free and voluntary act for the uses and purposes herein set forth.

subscribed to the foregoing instrument, appended before me this day in person, and acknowledged that

(Signature) _____, personally known to me to be the same person(s) whose name(s)

do hereby certify that

a Notary Public to act for said county and state.

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~~William D. Rummel~~

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**BY SIGNING BELOW, Borrower agrees and agrees to the terms and conditions contained in pages 1 through 6 of this
Second Lien Note and in any riders excepted by Borrower and recorded with it.**

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|--|---|--|---|--|---|--|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Contingent Rider | <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Extended Term Development Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> Balloon Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Contingent Rider | <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Extended Term Development Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> Balloon Rider |

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24. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 11st day of AUGUST, 1993, 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 BIGELOW UNITED TRUST FUND, 3200 SOUTHWEST FREEWAY, #2000, HOUSTON, TEXAS 77027 (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

3406 W. BELLING AVENUE, CHICAGO, ILLINOIS 60647

(Property Address)

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

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances 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, fire 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, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter 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 Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall 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

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Borrower

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1. CROSS-DEFALKT 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

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and/or showing it to prospective buyers, or any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender, collectible by the Bank, and any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender, collectible by the Bank, and the Security Instrument pursuant to Uniform Convention 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 would prevent Lender from exercising its rights under this paragraph.

Lender, or Lenders' agents 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 Lenders' 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 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.

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 premiums on receivable 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; and (v) Lender shall be entitled to have a receiver appointed 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

Rents under (ii) Lender has given Borrower notice of default pursuant to paragraph 27 of the Security Instrument and (iii) Rents under (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 becomes effective as soon as possible and not an assignment for additional security only.