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93-04776.

93743999

This instrument is given on **SEPTEMBER 3, 1993** in the County of **COOK**, State of **ILLINOIS**, for recording in the office of the **COOK COUNTY RECORDER** at **93743999**. It is a **MORTGAGE** on property described in Paragraph 1, and is given to secure payment of the sum of **\$31,500** (\$31,500) principal amount, plus interest at the rate of **11%** per annum, payable monthly, commencing on **October 1, 1993**, and continuing until paid in full, on the principal amount and interest, plus all costs and expenses of collection, including attorney's fees, incurred by the Lender in the collection of the same, and all other amounts due under this Security Instrument.

[Specs Above This Line For Recording Data]

LOAN# 220001804

DEPT-01 RECORDINGS

T40011 TRAN 7014 09/18/93 15132100

66680 4 93-743999

COOK COUNTY RECORDER

SEPTEMBER 3, 1993

THIS MORTGAGE ("Security Instrument") is given on

The mortgagor is JORGE E. RAMOS AND LINDA RAMOS, HUSBAND AND WIFE

and spouse, husband and wife, jointly and severally, as co-signers, jointly and severally liable to the Lender ("Borrower").

This Security Instrument is given to LIBERTY NATIONAL MORTGAGE CORPORATION

which is organized and existing under the laws of THE STATE OF MICHIGAN

address is 17W662 BUTTERFIELD ROAD, SUITE 300 OAKBROOK TERRACE, ILLINOIS 60184 ("Lender").

Borrower owes Lender the principal sum of ONE HUNDRED SIXTY THOUSAND AND NO/100

Dollars (U.S. \$ 160,000.00). This debt is evidenced by Borrower's note dated the same date as this

Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on OCTOBER 1, 2023.

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

THE CITY OF RIVERSIDE COOK County, Illinois;

THE WESTERLY 1/2 (AS MEASURED ON THE FRONT AND REAR LINES THEREOF) OF LOT 1401 IN BLOCK 39 IN THE THIRD DIVISION OF RIVERSIDE, IN SECTIONS 25 AND 36, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE above described property is more particularly described as follows: 503 SELBORNE ROAD, RIVERSIDE, COOK COUNTY, ILLINOIS.

For the above described property, Borrower has the following title documents:

15-25-403-012 503 SELBORNE ROAD, RIVERSIDE, COOK COUNTY, ILLINOIS.

which has the address of 503 SELBORNE ROAD, RIVERSIDE, COOK COUNTY, ILLINOIS.

Property Address: 503 SELBORNE ROAD, RIVERSIDE, COOK COUNTY, ILLINOIS. Street: 503 SELBORNE ROAD, City: RIVERSIDE, State: ILLINOIS, Zip Code: 60546. Property Address: 503 SELBORNE ROAD, RIVERSIDE, COOK COUNTY, ILLINOIS. Street: 503 SELBORNE ROAD, City: RIVERSIDE, State: ILLINOIS, Zip Code: 60546.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized 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.

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 9/90

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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 a 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 affect this Security Instrument as a lien on the Property; (b) yearly leasehold payments of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage 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 mortgagage insurance premiums. These items are called "Escrow Items". Lender 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. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may not charge Borrower interest on the Funds, annually amortizing the escrow account, or verbally telling the Escrow Agent, unless Lender is收取 a fee for holding and applying the Funds, annually amortizing the escrow account, or otherwise in accordance with applicable law.
- The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including
- Lender, if Lender is such a institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items, unless Lender may not charge Borrower interest for holding and applying the Funds, annually amortizing the escrow account, or otherwise in accordance with applicable law.
- If the Funds held by Lender 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 is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than twelve months, at Lender's sole discretion.
- Upon payment of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender for payment of all taxes, assessments, charges, fines and imposts or attributable to the Property which have accrued to the date of payment, plus interest thereon at the rate agreed upon by the parties to this 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 principal due; and last, to any late charges due under the Note.
4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and imposts or attributable to the Property which have accrued to the date of payment, plus interest thereon at the rate agreed upon by the parties to this instrument.
- Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to pay全部 of the obligation secured by the lien in a manner acceptable to Lender; (b) contributes in good faith the amount defrauded against Lender in the agreement to which it was a party, legal proceedings which in the amounts and for the periods that Lender insures against loss by fire, hazards included within the term, "good faith coverage" and any other hazards, including floods or building damage, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender has insured, for which Lender requires insurance, including floods or building damage, for which Lender may require additional amounts, Lender's right to hold the 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 shall be acceptable to Lender and shall include a standard mortgage clause.
5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property neat for the above within 10 days of the giving of notice.
- Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing deposit payments.
- Person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If obligations in the manner provided in paragraph 2, or if not paid in full manner, Borrower shall pay them on time directly to the person to whom they are due, if (c) secure from the holder of the lien an agreement satisfactory to Lender's satisfaction of the payment of the amounts to the Lender, or (d) secure from the holder of the lien in the amount acceptable to Lender, (b) contributions in good faith the amount defrauded against Lender in the agreement to which it was a party, legal proceedings which in the amounts and for the periods that Lender has insured, for which Lender requires insurance, including floods or building damage, for which Lender may require additional amounts, Lender's right to hold the policies and renewals shall be maintained in the amounts and for the periods that Lender has insured, for which Lender requires insurance.
- Lender may give Borrower a notice demanding the payment of the amount due under this Security instrument, if Lender does not receive payment within ten days of the giving of notice, Borrower shall satisfy the lien or take one or more of the actions
- 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 shall be acceptable to Lender and shall include a standard mortgage clause.

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premiums and renewal notices. In the event of a loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

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

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and 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-fifth 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 condemnation or other taking of any part of the Property, or for conveyance in lieu 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 a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

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unjustified. Upon reclamation by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective Lender's right to sue such action as Lender may reasonably require to assure that the title of this Security Instrument, or remedies, less; and (d) takes all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (e) pays all expenses incurred in default of any other covenant or agreement, (c) cures any default of any other covenant be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenant of a judgment entered before sale of the Property pursuant to any power of sale contained in this Security Instrument; (c) entitles Lender to repossess his Security Instrument at any time prior to the earlier of: (a) 5 days (or such other period as applicable law allows) from the date this Security Instrument is filed to Reinstatement, if Borrower meets certain conditions, Borrower shall have the right to have a curement of this Security Instrument.

18. Borrower's Right to Reinstatement. If Borrower fails to pay the amount of a notice of acceleration, Lender may invoke any remedy permitted under this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedy permitted under 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. However, this option shall not be exercised by Lender if exercised by federal law as of the date of this instrument. Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without in whole the Property or a Beneficial Interest. If all or any part of the Property or any interest in it is

19. Transfer of the Property or a Beneficial Interest. To the extent the provisions of this Security Instrument and the Note are declared to be severable, in which the Property is located. In the event that any provision of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect throughout the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable, without regard to the cause of the Note and, if this Security Instrument

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction

in which Borrower has been given to Borrower when given as provided in this paragraph. Any notice to Borrower shall be given to any other addressee by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address unless otherwise law requires use of another method. The notice shall be directed to the Property Address or any first class mail unless given to Lender when given as provided in this paragraph by mailing it or by mailing it by

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by first class mail to Lender under the Note.

Reduces principal, the reduction will be treated as a partial payment without any prepayment charge under the Note. If a refund choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund is permitted limits, then: (a) any such loan charge that is collected or to be collected in connection with the loan exceed the law is finally interpreted so that the Note is subject to a law which sets maximum loan charges, and

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and

with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

Property under the terms of this Security Instrument: (b) is not personally obligated to pay the sums secured by this Security Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Borrower's convenants and agreements shall be joint and several, except that Borrower who co-signs this Security Instrument but does not operate to release the liability of the successor in interest of the Note, or if the Note is held by another, the Note is held by another, and (c) agrees that Lender and any other Borrower may agree to extend, modify, reduce or make any accommodations in the instrument; and (d) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may

choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund

is permitted limits, then: (a) any such loan charge that is collected or to be collected in connection with the loan exceed the law is finally interpreted so that the Note is subject to a law which sets maximum loan charges, and

12. Successors and Assigns; Joint and Several Liability; Covenants. The covenants and agreements of this Security

Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17.

Instrument shall be joint and several liability of the Note without that Borrower's consent.

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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 Substances 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.

I acknowledge (check)

I certify (check)

I declare (check)

I represent (check)

I am aware of my rights (check)

I am fully informed (check)

I accept (check)

I consent to the right (check)

I accept (check)

I accept (check)

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OAKBROOK TERRACE, ILLINOIS 60181
17W662 BUCKTERRIE RD, SUITE 300
NATIONAL MORTGAGE CORPORATION
RECORD # 62109
MY COMMISSION EXPIRES 6-28-91
NOTARY PUBLIC, STATE OF ILLINOIS
THOMAS M. DONOVAN
OFFICIAL SEAL

Thomas M. Donovan

My Commission expires: 6-28-91
Given under my hand and official seal this 3RD day of SEPTEMBER 1993

I, Thomas M. Donovan, do hereby certify that GEORGE E. RAMOS AND LINDA RAMOS, HUSBAND AND WIFE, personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein set forth.

do hereby certify that GEORGE E. RAMOS AND LINDA RAMOS, HUSBAND AND WIFE, personally Public in and for said county and state,

STATE OF ILLINOIS,

County ss:

(Space Below This Line For Acknowledgment)

Social Security Number _____

(Seal)

Social Security Number _____

(Seal)

Social Security Number 344-54-4624

(Seal)

LINDA RAMOS

Social Security Number 345-54-2787

(Seal)

GEORGE E. RAMOS

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Other(s) (specify) _____

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))
- Adjustable Rate Rider
 - Condominium Rider
 - 1-4 Family Rider
 - Graduate Payment Rider
 - Planned Unit Development Rider
 - Biweekly Payment Rider
 - Rate Improvement Rider
 - Second Home Rider
 - Balloon Rider