94750616

93750646

15455

(Space Above This Line For Recording Date)

PREPARED BY: D. BROADDUB

#### **MORTGAGE**

THIS MORTGAGE ('S CATICAL IN STRUMENT') IS GIVEN ON SEPTEMBER 13
93. The mortgage, in JUAN VEGA AND IRMA VEGA, HIS WIFE SEPTEMBER 13 19 93 . The mortyage is

PIONEEER BAIR AND TRUST COMPANY

('Borrower'). This Security Instrument in 41 , which is organized and existing

under the laws of ILLINGIS .and whose address is 4000 WEST HORTA AVENUE, CHICAGO, ILLINOIS 60639

Borrower owes Lender the principal exp of ONE HUNDRED FOUR THOUSAND AND 00/100

Dollare U.s. \$ \*\*\*\*104,000.00 ). This debt is evidenced by Borrower's mote dated the same date as this Security instrument ("Note"), which provides for monthly payments, with the full debt, if not , 2023 paid earlier, due and payable on OCTOSER 1 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sum , with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of sorrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby so traspe, grant and convey to Lender the following described property COOK County, Illinois: located in

LOT 28 AND THE SOUTH 1/2 OF LOT 29 IN BLOCK 2 IN HARTLEY'S ADDITION TO PENNOCK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13 RAST OF Othica Contraction THE THIRD PRINCIPAL MERIDIAN, IN COOP COUNTY, ILLINOIS

PERMANENT TAX ID. 13-34-220-039-0000

CHICAGO

which has the address of 2108 NORTH KEELER AVENUE [Street] ('Property Address'); 60639

[21p Code]

TOGETEER WITE 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 'Froperty.'

BORROWER CCVERANTS 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. Sorrower 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 security instrument covering real property.

ILLINOIS -Single Family- Fannie Mee/Freddie Mec UNIFORM INSTRUMENT

Form 3014

9/90

UNIFORM COVERNITS. Borrower and Leader covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES. Sorrower shall promptly pay whom 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 valver by Lander, Borrower shall per to Leader on the day monthly payments are due under the Fote, until the Note is paid in full, a sum ("Funde") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property: (b) yearly lessehold payments or 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, is accordance with the provisions of paragraph B, in lied of the payment of mortgage insurance prumiums. These items are called "Secrow Items." Lander may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mrtgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Art of 1974 as amended from time to time, 12 U.S.C., 2601 at seq. ("RESPA"), unless another law that applies to the Funds sets a lesser associat-If so, leader may, at any time, collect and hold Funds in an ascent not to exceed the lesser emount. Londor may estimate the amount of Punds due on the hasis of current data and reasonable estimates of expenditures of future Eacrow Items or otherwise is 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 as institution), or in any Federal Esse Loan Bank. Lender shall apply the Pands to pay the Secres Items. Lender any not charge Borrower for holding and applying the Funds, annually analyzing the escres scool or verifying the Eacrow (100), unless Lander pays Borrower interest on the Funds and applicable law permits Lander to make such a charge. However, Lender by require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreem ent is made or applicable law requires interest to be prof. Londer shall not be required to pay Borrower any interest or carnings on the Funds. Borrower and Lander may agree in writing, b wever, that interest shall be paid on the Funds. Lender shall give to Sorrower, without charge, an annual accounting of the Piods, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pleased as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exc of 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 Pands held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Botrower is writing, and, is such case Borrower shall pay to Londor the amount necessary to say up the deficiency. Borrower shall make up the deficiency in so more than twelve monthly payments, at Lender's sole discrition.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Sorrower any Pands held by Lender. If, under paragraph 21, Lender shill sequire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Pands held by Lender at the time of acquisition or sale as a credit against the suma secured by this Security Instrus

3. APPLICATION OF PAYMENTS. Unless applicable 7.w provides otherwise, all payments received by Leeder under paragraphs 1 and 2 shall be applied: first, to any propy, but charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and lest, to any late charges due under the Note.

4. CHARGES: LIENS. Borrower shall pay all taxes, as essents, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and lessebold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person used payment. Borrower shall promptly furnity to Lender all notices of amounts to be paid under this If Borrower makes these payments directly, Borrower shall in atly furnish to Lender receipts swidescing the payperseraph. ments.

Borrower shall promptly discharge any lies which has priority over this Security Instrument unless Borrowers (a) agreed in writing to the payment of the obligation secured by the lien in a manner comptable to Lender; (b) contests in good faith the lies by, or defende against enforcement of the lies in, legal proceedings whire in the Lender's opinion operate to prevent the enforcement of the lies; or (c) secures from the holder of the lies an agreem at sitisfactory to Lender subordinating the lies to this Security Instrument. If Lender determines that any part of the Property is subject to a lies which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Sorrower shall satisfy 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 (x mit/mg or hereafter exected on the Property insured against loss by fire, hazards included within the term 'extended coverage' and any other hazards, including a Property insured against loss by fire, Barards included within the term entrance contained in the amounts and for the periods of 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, Is ther may, at Lander's approval option, obtain coverage to protect Leader's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lander and shall include a standard my truce classe. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to mader all receipts of paid premions and renewal notices. In the event of loss, Borrower shall give prompt notice to the intermose 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 demaged, if the restoration or repair is economically teasible and Lender's security is not lessessed. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the same secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandone the Property, or does not answer within 10 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 10-day period will begin when the notice is given.

Unless Lander and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postone the due date of the mouthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under persgraph 21 the Property is acquired by Leader, 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: SORROWER'S LOAN APPLICATION; Borrower shall occupy, establish, and use the Property as Borrower's privcipal residence within eighty days LEASEHOLDS. 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 anneasonably 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 neteriorate, 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 Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by cassing 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 ecurity interest. Borrower shall also be in default if Borrower, during the loan suplication process, gave materially false inaccurate information or statement to Lender (or failed to provide Lender with any material information) in come with the loss 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 provisions of the lease. If horrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Leader agrees to the merger in writing

7. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY. If Sorrover fails to perform the covenants and agreements one-tained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a property of an appropriate of the property (such as a property of the property of the property and Lender's rights in the Property. Lender's actions may include paying any summer secured by a lien which has priority over this Security Instrument, appearing in court, paying responsible actions and entering on the Property to make repairs. Although Lender may take action under

tais paragraph 7, Lender dous rut have to do so.

Any amounts disbursed by Londr under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lodd, 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 order required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiume required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage right of by Lender lapses or ceases to be in effect. Borrower shall pay the premiume 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 inseres by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each mosth or ceased to be in effect. Lender will accept, use to letter these payments as a loss reserve in lies of mortgage insurance. Loss reserve payments may no longer be required, at the prion of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insuring approved by Lender again becomes available and is obtained. Morrower shall pay the premiume required to maintain mortgage insurance in effect, or to provide a loss reverve, matil the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable
- 9. INSPECTION. Lender or its agent may make reasonable entry's upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying responsible cause for the inspection.
- 10. CONDEMNATION. The proceeds of any sward or claim for transplant 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 thall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall a 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 Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fractions: (a) the total amount of the sums secured immediately before the taking, divided of (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the wint of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law 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 sheadoned by Borrower, or if, after notice by Lender to Borrower that the conscious offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the drie 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 same 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. BORROWER 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 the Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Bote: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Bote without that Borrower's consent.

13. LOAN CHARGES If the loss secured by this Security Instrument is subject to a law which sets maximum loss charges, and that law is finally interpreted so that the interest or other loss charges collected or to be collected in connection with the loss exceed the permitted limits, then: (a) any such loss charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) 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 Mote or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Mote.

14. NOTICES. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be dessed to have been given to Borrower or Lender when given as provided in this

paregraph.

- 18. GOVERNING LAW; SEVERABILITY. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Mote conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Mote which can be given effect without the conflicting provision. To this and the provisions of this Security Instrument and the Mote are declared to be severable.
  - 16. BORROWER'S COTY. Sorrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. TRANSFER OF NUT PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If all or any part of the Property or any interest in it is sold or 'cansferred ( or .f a beseficial interest in Borrower is sold or transferred and Borrower is not a matural person ) without Le der's prior written consent, Lander may, at its option, require immediate payment in full of all sums secured by this Security Tetrument. Bowever, this option shall not be exercised by Lender if exercise is promibited by federal law as of the date of this Security Instrument.

If Lender exercises this optime, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 10 days from the drop the notice is delivered or mailed within which Sorrower 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 lavoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. BORROWER'S RIGHT TO REINSTATE. If Sorrower neets certain conditions, Sorrower shall have the right to have enforcement of this Security Instrument discortined at any time prior to the earlier of: (a) I days (or each other period as 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 of ording this Security Instrument. Those conditions are that Sorrowers (a) pays Lender all sums which then would be due under this Security Instrument and the Sote as if no acceleration had occurred; (b) curse any default of any other covenants or agreements; (c) pays all supenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attainty, fees; and (d) takes such action as Lender may reasonably require to assure that the lies of this Security Instrument, Lade'', rights in the Property and Sorrower's obliquation to pay the sense secured by this Security Instrument shall continue unchanger. Upon reinstatement by Sorrower, this Security Instrument and the obliquations secured hereby shall remain fully effective as 7. To acceleration had occurred. Sowever, this right to relatate shall not apply in the case of acceleration under paragraph 10.

19. BALE OF NOTE; CHANGE OF LOAN SERVICER. The Note two partial interest in the Note (together with this Security Instrument) may be said 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 surelated to a sale of the Note. If there is a change of the Loan Servicer, Sorrower will be given written notice of the change in accordance with parting upon the sale of the loan Servicer and the address to which appears should be node. The notice will also contain any other information required by applicable law.

20. HAZARDOUS SUBSTANCES. Borrower shall not cause or permit the present, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyons also 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.

Surrower shall promptly give Lender written notice of any irvestigation, claim, demand levewit or other action by any governmental or regulatory agency or private party involving the Property and any Mazardous Sulphance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory arthority, these any removal or other remediation of any Mazardous Substance affecting the Property is necessary aurower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 39, "Estardous Substances" are those substances defined as toxic or navar as substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleus projects, toxic peer icides and herbicides, volatile solvents, materials containing asbestos or formaldebyde, and radioactive solvents. As used in this paragraph 20, "Environmental Law" means faderal laws and laws of the jurisdiction where the Property "... located that relate to health, safety or environmental protection.

NON-UNITORN COVERANTS. 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 coverant 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 10 days from the date the notice is given to borrower, by which the default must be cared; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the same secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to relatate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or may 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 remedias provided in this paragraph 21, including, but not limited to, reasonable attorneys. fees and costs of title evidence.

# UNOFFICIAL COPY. 4.

25. WAIVER OF HOMESTEAD. Sorrower a 24. RIDERS TO THIS SECURITY INSTRUMENT his Security Instrument, the covenants and agr applement the covenants and agreements of this	waives all right of homestead exemption :	
		by Borrower and recorded together with
Check applicable box(es)].		
[ ] Adjustable Rate Rider	[ ] Condominium Rider	{ X  1 - 4 Femily Rider
[ ] Graduated Payment Rider	[ ] Flanned Unit Development Rider	[ ] Biweskly Payment Rider
[ ] Balloom Rider	[ ] Rate Improvement Rider	[ ] Second Bone Rider
[ ] Other(a) [specify]		
BY SIGHING BELOW, sorrower accepts and a by rider(s) stackted by Postower and recorded		ed in this Security Instrument and in
Standards 1	Augus Uza	
9	JUAN VEGA	580-90-8166
0,		in a
	IRMA VEGA Social Security Funber	583-44-4904
	9	(Seal)
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	<del></del>	Sorrower
t #	pace Selow This Like for Acknowledgment;	
	MAIL TO:	
APX MORTGAGE SERVICES	SINC	
415 CREEKSIDE DRIVE PALATINE, ILLINOIS 60067		
FALATINE, ILLANOIS WOO		) ČŠ
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ATE OF SULLYOUS	1	
	} SS:	
UNTY OF COOK	)	
be foregoing instrument was acknowledged befor	September	13,1993
JUAN VEGA AND IRMA VEGA	(person(s) acknowledging)	
JUAN VEGA AND IRMA VEGA	•	
OFFICIAL SEAL DEVICE PLEUSER	1 - Norman Ka	CIIONS
JUAN VEGA AND IRNA VEGA  COMMISSION EXPIRES TATE OF BLOW	Director	C (SEAL)
OFFICIAL SEAL DEVICE PLEUSER	Dernock	C (SEAL)

LOAM NO. 15455

THIS 1-4 FAMILY RIDER is made this 13TH day of SEPTEMBER , 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 PIOHEER BANK AND TRUST COMPANY,

(the "Lender")

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

2108 NORTH KEELER AVENUE CHICAGO, IL 60639

[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 apportunities, 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, as, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, wate bisters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm noors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling 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 Troperty covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the less hold estate if the Security Instrument is on a lessehold) are referred to in this 1-4 Family Rider and the Security Instrument as the Troperty.
- B. USE OF PROPERTY; COMPLIANCE WITH LAW. Bettower 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, Borrowe 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 niral partence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agree over set forth in Uniform Covenant 6 shall remain in effect.
- G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

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

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

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

Lender, or Lender's 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 Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

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

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

Quallin	(Carl)
JUAN VEGA	(Scal) -Baroner
IRMA VEGA	(Scal)
TRAX VIGA	-Barewu
	(Scal)
Tó	(Scal)
	-Acronia
CO	