

UNOFFICIAL COPY

93803764

87-904 C 364

(Space Above This Line For Recording Date)

DEPT 01 RECORDING

\$37.50

LOAN# 220001847

T#1111 TRAN 2616 10/07/93 10:34:00
\$4918.4 - 93-803764
COOK COUNTY RECORDER

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

The mortgagor is
TONY JOSEPH AND GLORIA FLORES

SEPTEMBER 14, 1993

("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 EIGHTEEN THOUSAND AND NO/100 -----

Dollars

(U.S. \$ 118,000.00

). 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, 1998. 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 CHICAGO

CDOK

County, Illinois:

LOT 6 IN BLOCK 7 IN WINSLOW AND JACOBSON'S SUBDIVISION OF THE
SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 39
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

16-01-228-023

which has the address of 1244 N ARTESIAN AVENUE

(Street)

Illinois 60622

("Property Address");

(Zip Code)

CHICAGO

(City)

375
3030936

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

Banking Forms Supply Co., Inc. (800) 440-0888

Page 1 of 8

Form 3014 9/90

LFT #3014 1/91

All insurance policies and renewals shall be acceptable to Leader and shall include a standard mortgage clause. Leader shall have the right to hold the policies and renewals. If Leader requires, Borrower shall promptly give to Leader all receipts of paid premiums in the property in accordance with paragraph 7.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property adequately insured. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage required, 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 require Lender to waive any condition or requirement of this Note.

Borrower shall promptly discharge any lien which has priority over this Security Interest in the Collateral until such time as Borrower has paid in full all amounts due under this Note.

a. Charges; Liens. Borrower shall pay all taxes, assessments, charges, liens and impositions attributable to the Property which may attain priority over this Security Instrument, and lesseehold 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 owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes three payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lead under paragraphs 1 and 2 shall be applied as follows, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

payments, as Leader's sole discretion.

If the Funds held by Lender exceed the amount provided 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 exceeds the amount necessary to make up the deficiency. Lender shall make up the deficiency in no more than twelve months to Lender the amount necessary to make up the deficiency. Lender may do so by Borrower's due, Lender may do so by Borrower's due, and, in such case Borrower shall pay not sufficient to pay the Borrower when due, Lender may do so by Borrower in writing.

to be paid, Leader shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Leader may agree in writing, however, that interest shall still be paid on the Funds. Leader shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are held in trust, however, until paid out on the Funds. Leader shall not be liable to the Funds for any loss or damage.

The Funds shall be held in an institution whose depositors are insured by a federal agency, insurability, or safety (including Leader, if Leader is such an institution) or in any Federal Home Loan Bank. Leader shall apply the Funds to pay the Escrow item. Leader, if Leader is such as otherwise, may use the Funds to pay the Escrow item.

due on the basis of cultural cues and responsiveness to dynamics of exchange between individuals in accordance with applicable law.

may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds

provisions of paragraph 8, in lieu of the payment of postage, may be paid in advance premiums. These items are called "Carrier Items". Let us

2. Funds for Taxes and Interest. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender, or any trustee or the holder of any other security interest in the Note, all amounts due under the Note, plus interest thereon at the rate set forth in the Note, plus any costs and expenses of collection, including reasonable attorney fees, if any; and (f) any sums payable by Borrower to Lender, in accordance with the Note.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

By giving participants a choice in how they receive feedback, we hope to increase their ownership over their learning journey.

THIS SECURITY INSTRUMENT COMBINES UNIFORM COVERAGE FOR INDIVIDUAL USE AND NON-UNIFORM COVERAGE WITH LIMITED VAULTS

UNOFFICIAL COPY

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 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-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 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

UNOFFICIAL COPY

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement by Security Instruments without further notice or demand on Borrower.

of this Security Instrument discontinue at any time prior to the earlier of: (a) 5 days (or such 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 after forcing this Security Instrument. Those conditions are that Borrower: (a) pays Lead all sums which would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default; or (c) enters into a Note and the Note is if no acceleration had occurred.

be due under this Security Instrument, and the Note is if no acceleration had occurred; (b) cures any default; or (c) agrees to incur all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to insure that the loan of this Security Instrument is fully effective unchallenged.

If Leader exercises this option, Leader shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Leader may invoke any remedies permitted by law.

Resumos se desenvolvem a seguir, no sentido de resumir os resultados obtidos nesse período.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred to a copy, the same shall not be exercised by him unless if exercise is made by the donee of the instrument. However, this condition shall not be exercised by him unless if exercise is made by the donee of the instrument.

15. 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 of this Note 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.

the same time, it is important to remember that the primary purpose of the study was to examine the relationship between the two variables.

regarding participation, the resolution will be treated as a petition for a variance without any preliminary conference under the note.

choose to make this reward by participating we principle over under the nose of by having a clear purpose to ourselves, it's a natural

13. Loan charges. If the loan secured by it is sold by the Securitiser to a third party before maturity, loan charges, and the law is interpreted so that the intention of the parties is to impose such a charge, or to collect a charge in connection with the loan exceeded the permitted limits, then: (a) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sum already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may limit; and (c) any sum already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may

execute the Note; (e) is co-signing this Security Instrument only to mortgage, grant and convey the Borrower's interest in the property under the terms of this Security Instrument; (f) is not personally obligated, jointly or severally, to pay the principal amount of the instrument; and (g) agrees that Land and my other Borrower may agree to extend, modify, forgive or make any accommodations, and (c) agrees that Land and my other Borrower may agree to extend, modify, forgive or make any accommodations.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security or remedy.

inference. Any force or cause by itself or remedy shall not be a waiver of or preclude the exercise of any right

Amortization of debt securities 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 sum secured by this Security instrument by reason of any demand made by the original Borrower's successor in

This Security Instrument, whether or not it has 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 Responsible; Right Under Note to Waive. Extension of the time for payment or modification of

Security Information whether or not the same are then due.

Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking.

UNOFFICIAL COPY

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.

303794

UNOFFICIAL COPY

Banning Farms Survey Co., Inc. 18201 445-888

ILLINOIS - Single Family • Parts of Mortgages • UNIFORM INSTRUMENT

RECORD & RETURN TO: LIBERTY NATIONAL MORTGAGE CORPORATION
2766 BUTTERFIELD ROAD, SUITE 300
DAKROOK TERRACE, ILLINOIS 60181

Prepared by →

NOTARY PUBLIC STATE OF ILLINOIS
D. SIMON KANE
OFFICIAL SEAL
MR. COMMISSIONER EXP. JULY 14, 1996

My Commission expires:

Given under my hand and official seal, this 14TH day of SEPTEMBER

1993.

Subscribed and delivered to the said instrument as THIRTY free and voluntary act, for the uses and purposes herein set forth,
and acknowledged to the foregoing instrument, appeared before me this day in person, and acknowledged, that THEY
are personally known to me to be the same persons, whose names are ARTHUR

do hereby certify that TONY JOSEPH AND GLORIA FLORES
, a married couple, Public in and for valid county and state,

Cook County Seal:

STATE OF ILLINOIS,

[Space Below This Line for Acknowledgment]

Social Security Number

(Seal) Borrower

Social Security Number

(Seal) Borrower

Social Security Number 338-60-3075

(Seal) Borrower

GLORIA FLORES

X TONY JOSEPH

(Seal) Borrower

Social Security Number 344-56-1272

X TONY JOSEPH

(Seal) Borrower

Witnesses:

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

Other(s) (specify) BALLOON RIDER

- | | | |
|---|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduate Payment Rider | <input type="checkbox"/> Planned Unit Development Riders | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |

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

UNOFFICIAL COPY

1-4 FAMILY RIDER

Assignment of Rents
LOAN# 220001847

THIS 1-4 FAMILY RIDER is made this 14 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 LIBERTY NATIONAL MORTGAGE CORPORATION , A MICHIGAN CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1244 N ARTESIAN AVENUE
CHICAGO, IL 60622

(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, 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 Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the household 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 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.

UNOFFICIAL COPY

Form 3170 S/80
15PT 83170 1/81

MULTISTATE 1-2 FAMILY RIDER - Funds Mass/Fredde Mass Uniform Instruments
• Banking Form Supply Co., Inc. (800) 446-6666 Page 2 of 2

Signer: _____
(Seal)

**•Borrower
(sell)** _____

COPPIA FILORES
-Boliviana
(Seal) 

TONY
HARRIS

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

I. CROSS-DEFALUT PROVISION

performs any act that would prevent Leader from exercising its rights under this paragraph.

If the Results of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Kents' any funds expended by Lessor for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Construction Lien Law.

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

BALLOON RIDER
(CONDITIONAL MODIFICATION AND EXTENSION OF LOAN TERMS)
LOAN # 22000184

THIS BALLOON RIDER is made this 14 day of SEPTEMBER, 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to LIBERTY NATIONAL MORTGAGE CORPORATION, A MICHIGAN CORPORATION of the same date and covering the property described in the Security Instrument and located at:

1244 N ARTESIAN AVENUE, CHICAGO, IL 60622
(Property Address)

The interest rate stated on the Note is called the "Note Rate". The date of the Note is called the "Note Date". I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder".

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL MODIFICATION AND EXTENSION OF LOAN TERMS

At the maturity date of the Note and Security Instrument (the "Note Maturity Date"), I will be able to extend the Note Maturity Date to OCTOBER 01, 2023, (the "Extended Maturity Date") and modify the Note Rate to the "Modified Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Modification and Extension Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance the Note or to modify the Note, reset the Note Rate or extend the Note Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Modification and Extension Option, certain conditions must be met as of the Note Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Note Maturity Date; (3) there are no liens, defects, or encumbrances against the Property, or other adverse matters affecting title to the Property (except for taxes and special assessments not yet due and payable) arising after the Security Instrument was recorded; (4) the Modified Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE MODIFIED NOTE RATE

The Modified Note Rate will be a fixed rate of interest equal to the Federal Home Loan Mortgage Corporation's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percent (0.5%), rounded to the nearest one-eighth of one percent (0.125%) (the "Modified Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that I notify the Note Holder of my election to exercise the Conditional Modification and Extension Option. If this required net yield is not available, the Note Holder will determine the Modified Note Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the Modified Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Note Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the remaining extended term at the Modified Note Rate in equal monthly payments. The result of this calculation will be the new amount of my principal and interest payment every month until the Note is fully paid.

5. EXERCISING THE CONDITIONAL MODIFICATION AND EXTENSION OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Note Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Note Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Modification and Extension Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Modification and Extension Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Modification and Extension Option by notifying the Note Holder no earlier than 60 calendar days and no later than 45 calendar days prior to the Note Maturity Date. The Note Holder will calculate the fixed Modified Note Rate based upon the Federal Home Loan Mortgage Corporation's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Note Maturity Date the Note Holder will advise me of the new interest rate (the Modified Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required Note Rate modification and Note Maturity Date extension. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with the exercise of the Conditional Modifications and Extension Option, including but not limited to the cost of updating the title insurance policy.

BY SIGNING BELOW, BORROWER accepts and agrees to the terms and covenants contained in this Balloon Rider.


TONY JOSEPH

(Seal)
-Borrower


GLORIA FLORES

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

UNOFFICIAL COPY

Property of Cook County Clerk's Office

32803764
1315460