

# UNOFFICIAL COPY

Co-Signers  
Co-Signed

93041015

(Space Above This Line For Recording Data)

## MORTGAGE

Loan # DIAZ

THIS MORTGAGE ("Security Instrument") is given on January 6, 1993. The mortgagor is LUPE DIAZ and KAREN DIAZ, HUSBAND AND WIFE.

(\*Borrower"). This Security Instrument is given to ARGO MORTGAGE, L.P.

DEPT-01 RECORDINGS \$31,50  
T-377-B-1, TRAN 3086 01/15/93 15:39:00  
CH641 3150-93-014-10315.  
COOK COUNTY RECORDER

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 8267 S. ROBERTS ROAD, BRIDGEVIEW, ILLINOIS 60455. (Lender"). Borrower owes Lender the principal sum of fifty-thousand and no/100-\$

Dollars (U.S. \$ 50,000.00).

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 February 1, 2008. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 7 IN BLOCK 18 IN ARGO 3RD ADDITION TO SUMMIT A SUBDIVISION OF THAT PART OF THE NORTH 3/4 OF SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF CENTER LINE OF ARCHER AVENUE, EXCEPT THE NORTH 540.41 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

PIN 10-13-305-012  
which has the address of  
Illinois 60501  
(Zip Code)

7619 W. 60TH PLACE  
("Property Address")

SUMMIT

(Street, City),

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Form 301A 8/90

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•EX-101 FORM

more of the collection set forth above within 10 days of the giving of notice.

If Security Instrument, Lender may give Borrower a notice identifying the loan. Borrower shall notify the lessor or take one or this Security Instrument, if Lender determines that any part of the Property is subject to a lien which may attach over encroachment of the loan, or (c) Secures from the holder of the loan an agreement satisfactory to Lender authorizing him to enforce against a grantor enforcement of the loan; (d) legal proceedings which in the Lender's opinion operate to prevent the by, or defrauds a grantor enforcement of the loan; (e) contains in a manner unacceptable to Lender; (f) contains in good faith the loan writing to the party or the obligee secured by the loan in a manner acceptable to Lender; (g) agrees in writing to the loan by Borrower shall promptly discharge any loan which has priority over this Security Instrument unless Borrower: (a) agrees in

"If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. these obligations in the manner provided in paragraph 2, or if not paid in full manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and immediately pay amounts of ground rents, if any, Borrower shall pay 4. Charges: Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 2, and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

of the Property, shall apply any funds held by Lender at the time of collection or sale as a credit against the sum received by Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, Lender prior to the negotiation or sale upon payment in full of all sums received by this Security Instrument or held by Borrower any

upon nonentity payments, it Lender's sole discretion.

if the funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Borrower shall pay to Lender the amount necessary to pay the accrued items when due, Lender may recollect Borrower in writing, and, in such case Borrower shall be not sufficient to pay the accrued items when due, Lender may make up the deficiency in no more than

for the excess funds in accordance with the requirements of applicable law, if the amount of the funds held by Lender is any debt to the funds was made, the funds are pledged as addition to security for all return received by this Security Instrument.

Borrower and Lender may agree in writing, however, that immediate credit shall be paid on the funds and the amount for which each without charge, in annual accounting of the funds, showing credits and debits to the funds and the amount for which each

applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the funds used by Lender in connection with this loan, unless applicable law provides otherwise. Lender an reporting service

However, Lender may require Borrower to pay a one-time charge for an independent real estate tax audit to make a charge. However, unless Lender is such an institution or in any Federal Home Loan Bank, Lender shall apply the funds to make such

verifying the Escrow items, Lender may not charge Borrower for holding and applying on the funds and applicable law permits Lender to make such

Escrow items, Lender may not charge Borrower for holding and applying the escrow account, or Escrow items, Lender to pay the including Lender, if Lender is such an institution or in any Federal Home Loan Bank, Lender shall apply the funds to pay the

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The funds shall be held in an institution whose depositors are insured by a federal agency, instrumentality, or entity Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditure of future Lender is liable to pay, if so Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount,

1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("HESPA"), unless another law applies to this fund required mortgagor, Lender may require for Borrower's account under the federal Real Estate Settlement Procedure Act of Lender may, at any time, collect and hold funds in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items," the previous item of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items," it may; (e) yearly insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; and insurance which may attach over this Security Instrument; (b) yearly contractual payments; Lender may, at any time, collect and hold funds in lieu of the payment of insurance premiums, if any; and (c) any sums payable by Borrower to Lender, in accordance with it may; (e) yearly insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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.

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

Verbiage by Lender to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenant for initial use and non-uniform covenants with limited and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully vested in the title thereto conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrance of record, Borrower warrants

lattermost. All of the foregoing is referred to in this Security Instrument as the "Property."

Liabilities now or hereafter a part of the property. All representations and additioins shall also be covered by this Security and all statements now or hereafter made on the property, and all assumptions, representations, and all warranties, and all agreements, and all

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures, appurtenances, and

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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 Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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 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 abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date 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 sums 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 this 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 Note: (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 Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan 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 Note 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 Note.

**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 notices 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 deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**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 or clause 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 without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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Form 3014 B10

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•MILITARY

be in effect, Lender will accept, use and retain those payments as a loss received in lieu of mortgagor insurance, those recoveries one-half of the yearly mortgage insurance premium paid by Borrower when the insurance coverage lapses or ceases to be available, equivalent to the amount required to pay Lender until paid by Borrower, if Lender accepts such a sum equal to cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgagor named in the original mortgage instrument equivalent to the amount of the previous payment in effect, at a cost equivalent to that paid by Lender, if the original mortgage insurance coverage required by Lender is less than the amount required to pay Lender.

8. **Mortgage Insurance.** If Lender requires insurance as a condition of making the loan secured by this Security Agreement,

date of distribution or in the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting security instrument, unless Borrower fails to other terms of payment, these amounts shall accrue interest from the date of distribution, Borrower shall pay the amount required by this payment.

Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this

7. Lender does not have to do so.

recovery automatically, fees and charges on the Property to make repairs. Although Lender may use action under this paragraph

include paying any sums incurred by Lender which has priority over this Security instrument, excepting in case, paying in full for whatever is necessary to protect the value of the Property and Lender's rights in the Property, Lender's actions may proceed in bankruptcy, provided, for condemnation or forfeiture of to enforce laws or regulations), then Lender may do and

this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a

7. Protection of Lender's Rights in the Property. If Borrower fails to perform in the events and agreements contained in

lenderhold and the fee title shall not merge unless Lender agrees to the merger in writing.

lenderhold, Borrower shall comply with all the provisions of the lease. If the trustee acquires fee title to the Property, the

to, possession, co-ownership Borrower's occupancy of the Property as a beneficial tenancy. If this Security instrument is on a to provide Lender with any material information, giving notice immediately to Lender of settlement or sale (or related

Borrower, during the time application process, gave notice immediately to Lender of information or settlement to Lender if manipulation of the lien created by this Security instrument of Lender's security interest. Borrower shall also be in default if it

that, in Lender's good faith determination, provides for transfer of the Borrower's interest in the Property or other material

out such a default and retitle, as provided in paragraph 6, by causing the action of foreclosure to be discontinued with a filing

Property or otherwise materially impair the lien created by this Security instrument of Lender's security interest in forefeiture of the

Property, allow the Property to deteriorate, or commit waste in the Property. Borrower shall be in default if any forefeiture

extenuating circumstances exist which it beyond Borrower's control. Borrower shall not default if impact due

the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless

this Security instrument and shall continue to occupy the Property as principal residence within thirty days after the execution of

6. Occupancy, Pre-emption, Alienation and Protection of the Property; Borrower's Right to Apply Leases.

immediately prior to the acquisition.

subject to the Property prior to the acquisition shall pass to Lender to the extent of the sum received by this Security instrument

under paragraph 21, the Property is required by Lender, Borrower's right to any insurance policies and proceeds resulting from

subject to the due date of the monthly payments referred to in paragraphs 1 and 2 of this instrument of the payee, if

Lender leases Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed the

secured by this Security instrument, whether or not the same is held by Lender for a period of time notice is given.

Lender may collect the insurance proceeds, Lender may use the proceeds to repair or restore the Property or to pay sums

Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then

secured by this Security instrument, whether or not the same is held by Borrower. If Borrower abandons the

upset is not economically feasible or Lender's security would be released, the instrument proceeds shall be applied to the same

property damaged, if the restoration or repair is economically feasible and Lender is not required, if this restoration or

unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the

lender may make proof of loss if not made promptly by Borrower.

paid premium and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender

shall have the right to hold the policies and renewals, if Lender requires, Borrower shall promptly give to Lender all receipts of

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender

option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

which shall not be unreasonable, The instrument carrier providing the insurance shall be chosen by Borrower subject to Lender's

that Lender requires. This instrument carrier shall be maintained in the amounts and for the periods

loads of flooding, for which Lender requires. This instrument shall be maintained in the amounts and for the periods

Property insured against loss by fire, hazards included within the term "coverage", and any other hazards, including

5. Standard of Property Insurance. Borrower shall keep the insurance now existing or hereafter received on the

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(Form 30A S/80)

23. Whether or if mentioned, Borrower will have all right of removal and reapplication in the Property.

without charge to Borrower, Borrower shall pay any reapplication costs.

22. Besides, Upon payment of all sums received by the Security Instrument, Lender shall release this Security Instrument to Borrower, but not until he collects all expenses incurred in purifying the instrument by judgment or before the date specified in the note, Lender, at his option, may repossess the instrument.

21. Acceleration Clause. Lender shall be entitled to collect all expenses incurred in purifying the instrument by the Security Instrument without further notice by Lender to Borrower, but not until he collects all expenses of the note, Lender, at his option, may repossess the instrument.

20. Breach of Contract. If a provision of this Note is held invalid, Borrower shall provide to Lender such reasonable compensation as may be necessary to protect Lender's interest in the Property.

19. Transfer of Note. Lender shall give notice to Borrower prior to acceleration to Lender's transferee, if any, and Lender will have all right to transfer the Note.

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1. Transfer of Note. Lender shall give notice to Borrower prior to acceleration to Lender's transferee, if any, and Lender will have all right to transfer the Note.

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

1. Acceleration Clause. Lender shall give notice to Borrower prior to acceleration to Lender's transferee, if any, and Lender will have all right to transfer the Note.

2. Breach of Contract. If a provision of this Note is held invalid, Borrower shall provide to Lender such reasonable compensation as may be necessary to protect Lender's interest in the Property.

3. Transfer of Note. Lender shall give notice to Borrower prior to acceleration to Lender's transferee, if any, and Lender will have all right to transfer the Note.

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22. Besides, Upon payment of all sums received by the Security Instrument, Lender shall release this Security Instrument.

23. Whether or if mentioned, Borrower will have all right of removal and reapplication in the Property.

93041015

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93041(15)

RECORD AND RETURN TO:  
SECURITY FEDERAL BANK, A.F.S.B.  
9321 WICKER AVENUE  
ST. JOHN, INDIANA 46373



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))

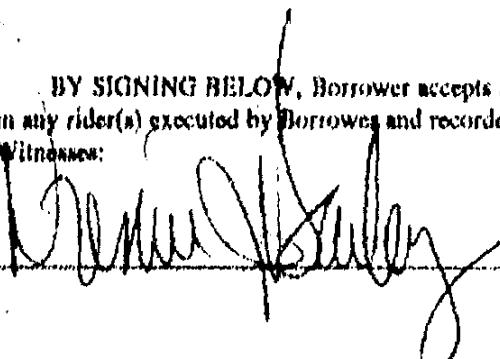
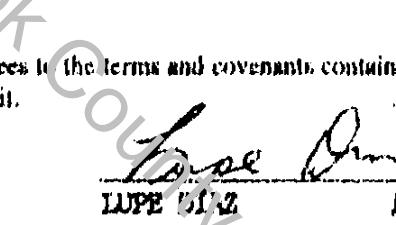
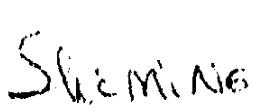
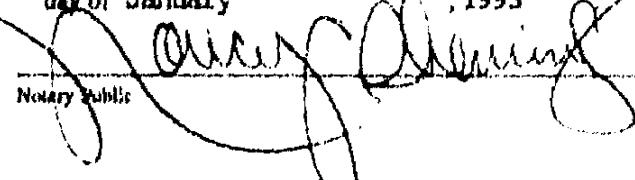
- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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.

Witnesses:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  


LUPE DIAZ (Seal) 336-52-463, Borrower  
Social Security Number

KAREN DIAZ, HUSBAND AND WIFE (Seal) 142576260, Borrower  
Social Security Number

Social Security Number (Seal)  
Borrower

Social Security Number (Seal)  
Borrower

STATE OF ILLINOIS,  
that I, Nancy Sheming,

Given under my hand and official seal, this 8th day of January, 1993

, personally known to me to be the same person(s) whose name(s) 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 therein set forth.

Given under my hand and official seal, this 8th day of January, 1993

My Commission Expires:

This Instrument was prepared by: DEBRA CAMPISE

DRILLER 1011

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"OFFICIAL SEAL"  
NANCY SHEMING  
Notary Public, State of Illinois  
My Commission Expires 1/8/95

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