|) Analysis | g anors . God d to t ogod Ovie Afoc m | 39TH AVE (**Property Address**); (**Property Address**); • Mec UNIFORM INETHUMENT For | | s the address of the | Sioni |
|------------|--|--|-----------|--|--------------|
| V | | | | | |
| | | | | | |
| | 77.72.3 10 | | | 12-04-11 | |
| | | 000 | 10-070-01 | 'n' ir-00-11 | LII Liq |
| 1 | | 3 <mark>3 ve docament no: 103</mark> 63 MDVKA FINE VCCOMDING <i>X</i> 0 | | | |
| | LYING NORTH AND | OF PART OF SECTION 6, T SIND PRINCIPAL MERIDIAN, | DIAFRION | MUZ A , WOITI TEAS , 22 EQ | uga Nasi |

the full debt, if not paid earlier, due and payethe on MAX 1, 2023

6700 W. WORTH AVE, CALCAGO, ILLIMOIS 60635

MORIGEGOR IN THIS THERE IN THE THERE I HIS MIKE

THIS MORTGAGE ("Security Instrument") is given on

which is organized and existing under the laws of

"Borrower"). This Security instrument is given to

\$.2.U) an vilot

by Borrower's note dated the same date as the Security Instrument ("Note"), which provides for monthly payments, with

MORTGAGE

-| alaCgnibloue Hroll entl eiff evodA sosq2} ------

("Lender"). Borrower owes Lender "ny principal sum of SEVENTY THREE TROUSAND AND DO/100

73,000.00

THE UNITED STATES OF AMERICA

ST. SPOT PEDERAL BANK FOR SAVINGS

YERIT 1' 1883

security instrument secures

). This debt is evidenced

si sasibbe saoriw bna ,

951009120

auı

Property of Cook County Clerk's Office

36205326

LE 430 9852

FOURS 3014 sees feeder 2 of 6 seasons

agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory in Lender subordinating the lien to this Security Instrument. If Lender may give Borrower a notice identifying the lien. Borrower which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower whall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of motice.

Borrower shall promptly discharge any lien which has priority ever this Security Instrument unless Borrower: (a)

evidencing the payments.

Property which may attain priority over this Security Instrument, and leasehold payments or ground reals, it say. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall promptly furnish to Leader all notices of amounts to be peid on time directly to the person owed payment. Borrower shall promptly furnish to Leader all notices of amounts to be peid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Leader receipts

peragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under no Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fixes and impositions attributable to the

3, Application of Payment. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, the mounts payable under

secured by this Security Instrument.

Punds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums

Upon payment in full of all sums secured by this Security Instrument, Lend & shall promptly refund to Borrower any

deficiency in no more than twelve monthly payments, at Lender's sole di cretion.

Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Firstis held by Lender at any time is not sufficient to pay the Bacrow licens when due a cader may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the

If the Funds held by Lender exceed the amounts per mined to be held by applicable law, Lander shall second to

all sums secured by this Security Instrument.

(including Lender, if Lender is such an institution) or in any Pederal Home Loan Bank. Lender shall apply the Partow Items. Lender may not charge Borrower for holding and applying the Funda, annually analyzing the escrow Lender may not charge Borrower interest on the Funda and applicable has permits estate tax reporting service used by Lender in connection with this foan, unless applicable is provides otherwise. Unless an agreement is made or applicable law required interest to be paid, Lender aball not be required to pay Borrower any interest or carnings on the Funda. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funda. Lender shall be paid on the Punda. Borrower and Lender and Lender and the Punda and pedged as additional security for the Funda and the purpose for which each debit to the Funda was made. The Funda are pledged as additional security for

on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Punds") for: (a) yearly taxes and assessments on the which may attain priority over the Security Insurance as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly luxard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly luxard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance or property insurance premiums; (d) yearly flood insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. Those stems use called "Escrow Items." Lender may, at any time, collect and blunds in an americal paragraph and procedures Aix of 1974 as amended from time to time. 12 U.S.C. § 2691 et seq. ("RESPA"), unless another law that applies to the Punds sut a lesser amount. Lender may estimate the amount of Funds due on the bases of hold Funds in an accordance with any interplace on the base of expenditures of future Escrow Items or otherwise in accordance with any including any institution whose deposits are insured by a federal agency, instrumentality, or entity of entity or soulty.

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 waiver by Lender, Berrower shall pay to Lender

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal

by jurisdiction to constitute a uniform security instrument covering real property.

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-unnorm covenants with limited variations.

FORROWER COVENAVI'S that Borrower is lawfully seised of the catain hereby conveyed and has the right to mertange, grant and convey the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend

". Ynaqord" and an anamuniant yinneed aid at ot bornete at aniogenet."

TOGETHER WITH all the improvements now or bereafter erected on the property, and all essements, appurements, 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 now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the

Property of Cook County Clerk's Office

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insurance against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that I conter requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's appears which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Londer's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums recurred 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 dath of the monthly payments referred to in puragraphs 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.

- Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Porrower shall occupy carelles, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and anal 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 e list which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriors or commit waste on the Property. Borrower shall be in default if any furfeiture action or proceedings, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the Ven created by this Security Instrument or Lender's security interest. Borrowce may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a raling that, in Lender's good faith determination, resolutes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security in transent or Lender's security interest. Borrower shall also the in default if Borrower, during the loan application process, gave mate inly false or inaccurate information or statements to Lender (or failed to provide Lender with any meterial information) in conrection 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 Lander agrees to the marger 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 Instrumen, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may the section 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 Borrow's accured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear in an at 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 insurance 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 those payments as a loss reserve in lieu

2395 SEP 91

Property of Cook County Clerk's Office

of mortgage insurance. Loss reserve payments may no longer be required, at the option of Londer, 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 accured 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 accured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums accured 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 accured 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 abanconed by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for derroges, 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 other vise 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.

- fig. Borrower Not Released; Forbearine By Bender 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'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 Londer 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 (o) agrees that Lender and any other Borrower's gree 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 accured by this Security Instrument is subject to a k w 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 ar jount 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 N ac 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 $\mathbb R$ 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 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 acceptable.

2395 SEF 91

A STATE OF

Form 3014 9/90 (page 4 of 4 pages)

Property of Coot County Clert's Office

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

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 (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. This 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, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discentinued 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 enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any their covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, resonable atterneys' fees: and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall conture a unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects north? payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer, unrelated to a tale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in a coordance 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 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 invest gation, 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 deficed 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, materia's containing asbestos or formaldehydo, 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 use 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 Forrower 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 timited 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.

Form 3014 9/90 (page 5 of 6 pages)

2395 SEP 91

| Graduated Payment Rider | Planned Unit Development Rider Biv Rate Improvement Rider Sec | Pamily Rider veckly Payment Rider cond Home Rider |
|--|---|---|
| BY SIGNING BELOW, Borrower a | ocepts and agrees to the terms and cover | unts contained in this Security Instrument |
| n any rider(s) executed by Borrower | iringo Lares | (Scal) -Borrower |
| O Pri | EUCIA LARES | forty (Scal) -Borrower |
| 0, | | (Scal) -Borrower |
| | C | (Scal) -Borrower |
| E OF ILLINOIS, OUK | Below This Line For Acknowledgment] - | |
| he understigned | | |
| ary Public in and for said county and | state, certify that | |
| NEO LARES AND LUCIA LAR | *************************************** | |
| ribed to the foregoing instrument, and delivered the instrument as | ofired before me this day in person, and fired and voluntary act, for | schnowledged thathe.k.f |
| ofiven under my hand and official se | 1. this day of Log | <u>M</u> |

283

Property of Cook County Clerk's Office

LOAN RIDER

LOAN NO. 021400156 DATE APRIL 7, 1993

THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned (the "Borrower") to St. Paul Federal Bank For Savings (the "Lender") to secure a mortgage indebtedness; said Security Instrument encumbers real property commonly described as:

1727 N 39TH XXB

STONE PARK

IL 60165

(PROPERTY ADDRESS)

- 1.) Bosto wer and Lender agree that notwithstanding anything contained in Uniform Covenant 21 of the Security Instrument, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed.
- 2.) Borrower and Lender agree that if the Feueral National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER

IRINEO LARES

Borrower

LUCIA LARES

Borrower

Borrower

Property of Cook County Selenk's Office