7169080

MIDAMERICA FEDERAL SAVINGS BANK 1112 S WASHINGTON ST,

NAPERVILLE, TL 605

94557396



[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

The mortgagor is

MARRIED TO ELIA REZA and FERNANDO REZA, MARRIED TOXESTERM RODOLFO REZA.

("Borrower") This Security Institute at is given to

MIDAMERICA FEDERAL SAVINGS BANK

TRAN 8290 06/24/9 COOK COUNTY RECURDER and whose

which is organized and existing under the laws of address is

UNITED STATES OF AMERICA

NAPERVILLE, IL 60566 1001 S WASHINGTON ST

("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED TWENTY THREE THOUSAND TWO HUNDRED FIFTY AND NO/100

Dollars (U.S. \$

123,250.00

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 JULY 1, 2009

This Security Instrument secures to Lender: (a) the repayment of the selft evidenced by the Note, with interest, and all renewals. extensions and modifications of the Note; (b) the payment of all other suries, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's coverants and agreements under this Security Instrument and the Note. For this purpose, Borrower does he eby mortgage, grant and convey to Lender the following described property located County, Ill nois COOK

THE NORTH 33 FEET OF THE SOUTH 67 FEET OF LOT 4 IN BLOCK 11 INXOCERA AND HYMAN'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIEL PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 16203260300000

which has the address of

1944 S 61 ST AVE

CICERO

Illinois

60650 [Zip Code]

("Property Address");

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 refered to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant. and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with waited variations by jurisdiction to constitute a uniform security instrument covering real property.



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annessonably withheld. If Borrower fails to maintain coverage described above, Lender's option, obtain coverage described included which ahair maurance carrier providing the maintain coverage described in the amounts and for the panods that Lender's approval which ahair not by the insurance carrier providing the maintain coverage described in the amounts and for the panods that Lender and the modified of the panods that Lender and the maintain coverage described in the amounts and for the panods that Lender and the modified of the panods including floods or flooding.

The insurance carrier providing the maintain coverage described above, Lender's approval which and the panods flooding flooding.

the giving of notice. 5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower; (a) agrees in writing to the payment of the obligation secured by the fler in a manner acceptable to Lender. (b) contests in good fail of the flen or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the flen; or (c) secures from the holder of the lien an agreement satisfactory to Lender autordinating the lien to the Broperty is subject to a flen which may attain priority over this Security instrument. It Lender determines that any part of the flen. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of Borrower a notice identifying the flen. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of

payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the mannet provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Somewer shall promptly furnish to Lender all holices of amounts to be paid under this paragraph. If Borrower makes these

interest due, forth, to principal due; and last, to any late charges due under the Mote.

3. Application of Payments. Unless applicable law provides otherwise, all playments payable under paragraph 2; third, to amounts payable under paragraph 2; third, to amounts payable under paragraph 2; third, to

Lender 11 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 again. The arms secured by this Security instrument.

3. Application of Payments. I inters applicable law provides otherwise, all a symmetric production of payments.

Upon payment in full of all sums secured by this Security Instrument, Lander shall promptly refund to Borrower any Funds held by applier. It under paragraph 21. Lender shall acquire or sell the Property, ender, or to the acquisition or sale of the Property, shall acquire or sell the Property.

excepts Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at a podest only discretion.

If the Funds held by Lender exceed the amounts to amufact to be held by applicable law. Lender shall account to Borrower for the additional account to Borrower for the

The Funds shall be hald in an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borlowe for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow literias, unless Lender pays Borlowe, in terest on the Funds and applicable law permits Lender to make such a charge. However, Lender may equire Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable laws provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrows any interest or earnings on the Funds. Borrower and Lender may agree in writing. Lender shall not be required to pay Borrows any interest are placed on the Funds and the Funds and the Funds are placed as showing credits and debits to the Funds and the Funds are pledged as showing credits and debits to the Funds and the Jurpose for which each debit to the Funds are pledged as showing credits and debits to the Funds and the Jurpose for which each debit to the Funds are pledged as

Eurida for Taxes and Inaurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Fundar") for. (a) yearly taxes and assessments which may attain phonty over this Security Instrument as a lien on the Property, (b) yearly leasehold payments or grouperty insurance premiums, if any; (c) yearly hazard or property insurance premiums, (d) yearly flood insurance premiums, if any; (e) yearly hazard or property insurance premiums, (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for federally related mortgage loan may require for Borrower's escrow. Funds in an amount not to exceed the maximum amount a lender for federally related mortgage loan may require for Borrower's escrow. Second in the lease another law that applies to the front as amount of Funds due on the basis of current data and founds in an amount, of to exceed the leaser amount. Lender may estimate the amount of Funds due on the basis of current data and founds in an amount, of to exceed the leaser amount. Lender may estimate in an amount, of to exceed the Escrow Items or otherwise in accordance with applicable law.

and interest on the debt evidenced by the Mote 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 UNIFORM COVENAMES. Borrower and Lender covenant and Late Charges. Borrower shall promptly pay when due the principal of



All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall flave 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 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 Corrower otherwise agree in writing, any application of proceeds to orincipal 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 Lander Borrower's right to any insurance policies and proceeds resulting from damages to the Property prior to the acquisition shall pass to Lander 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 judgement could result in forfeiture of the Property or otherwise materially impair the fine 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 risinissed with a ruling that, in Lender's good faith determination, precludes torteiture 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 Birrovier, 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 proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), the 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 Borlower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be a 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 eason, 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.

Instrument without further notice or demand on Borrower.

If Lender exercises this option. Lender shall give Borrower notice of acceleration. The notice shall provide a period for 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.

17. Transfer of the Property or a Beneficial Interest in Borrower. It all or any part of the Property or any interest in it 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.

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

which the Property is located. In the event that any provision or clause of this Security Instrument or the Note which can be given effect without the conflicting provision. To this event the 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 or the Note are declared to be severable.

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

15. Governing Law; Severability. This Secunity instrument shall be governed by federal law and the junsdiction in which the Branch is fooders.

class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other hardness applicable law requires use of another method. The notice provided for in this Security Instrument shall be address applicable address by notice to Borrower. Any notice provided for in this Security Instrument shall be deeped to have been given by Restrained to Borrower.

puncipal, the reduction will be treated as a partial prepayment without any prepayment shall be given by delivering it or by mailing it by first the Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first

law is finally interpreted so that the interest or other loan charges collected or 2 be collected in connection with the loan exceed the permitted limits, then; (a) any such loan charge shall be reduced by the amount recessary to reduce the charge to the permitted limits, then; (a) any such loan charge shall be reduced by the amount received the charge to the permitted limit and by reduced the principal owed under the Note or by making a direct payment to Borrower. It is refund reduces to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

terms of this Security Instrument or the Note without that 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

12. Successors and Assigns Bound; Jo'nt and Several Liability; Co-signers. The coverants and agreements of this Security Instrument shall bind and benefit the successors and saying and sometiment shall be joint and several. Any Borrower who co-signs this Security Instrument only to mortigage, grant and convey that Borrower's interest in the Property execute the Nate: (a) is cu-signing this Security Instrument only to mortigage, grant and convey that Borrower in the Property under the Nate: (a) is cu-signing this Security Instrument only to mortigage, grant and convey that Borrower may agree to extend, includ, forbest or make any accommodations with regard to the agrees that Lender and any other Borrower may agree to extend, includ, forbest or make any accommodations with regard to the

amortization of the sums secured by this Security instrument granted by Lender to any successor in interest of Borrower shall not be released the liability of the original Borrower or Borrower or proceedings against any successor in interest or somewhat secured by this Security instrument by reason, it any demand made by the original Borrower's successors in interest. Any secured by this Security instrument by reason, it any demand made by the original Borrower's successors in interest. Any forther successors in interest.

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Puless Letter and Portower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone due instrument, whether which exist of postpone due

in the Property is standaned by Borrower, or it, sher honce by Lender to Borrower that the condemnor other to make an award or collect and sipply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security collect and sipply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security

whether or not the sums are then due if, after notice by Lender to Borrower that the condemnor offers to make an award or if the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or the property is abandoned by Company of the property of the property is a property of the property

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 immediately before the taking, unless Borrower and Lender otherwise agree in writing, the total amount of the proceeds multiplied by the following fraction: (a) the total amount of the proceeds multiplied by the Property immediately before the taking. Any balance shall be immediately before the taking. Any balance shall be immediately before the taking. Any balance shall be spalled to the Property immediately before the taking of the sums secured immediately before the taking is less than the amount of a partial taking of the Property immediately before the taking of the sums secured by the sums secured immediately before the taking or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument withing or unless applicable law otherwase provides, the proceeds shall be applied to the sums secured by this Security Instrument.



- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued 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 judgement 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 other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) take 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 continue 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 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 17. shove and applicable law. The notice will state the name and address of the new Loan Servicer and address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Forrower 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 writteri notice or 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 the 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, volable solvents, materials containing asbestos or formalden; de and radioactive materials. As used in 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 (a) 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' tees 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. Walver of Homestead. Borrower waives all right of homestead exemption in the Property

Decadored in the said instrument, appeared before me this day in person, and acknown to me to be the same person(s) whose name(s) to the foregoing instrument, appeared before me this day in person, and acknowledged that the value instrument, appeared before me this day in person, and acknowledged that the value of the instrument as the first of the cand voluntary act, for the uses and purposes therein set forth day of the uses and purposes therein set forth as the cand of the value of the cand of the value of the cand of the can	ons b nevié
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NAPRRVILLE, IL 60566



1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 9TH day of JUNE , 19 94 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 MIDAMERICA FEBERAL SAVINGS BANK (the "Lender")

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

1944 S 61 ST AVE, CICERO, IL 60650

[Property Address]

- 1-4 FAMILY COVERANTS. 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 identa 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 closits, binks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, binks, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereinafter 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 leasehold 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 restance 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 extended or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

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

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

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

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving house of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a refault occurs. Any application of Bents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Bents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full

t. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument

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

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(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this

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JUNE

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 Adjustable Rate Note (the "Note") to

MIDAMERICA FEDERAL SAVINGS BANK

(the "Lender") of the same date and covering the property described in the Security Instrument and located

day of

1944 S 61 ST AVE, CICERO, ILLINOIS 60650

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7,125 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will play may change on the first day of 97, and on that day every JULY 1ST 12th month thereafter. Each dule on which my interest rate could change is called a "Change Date.

(B) The Index

at.

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 cays before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will grea me notice of this choice

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding

TWO AND THREE

QUARTERS percentage points (2.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest or e-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the profitly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment

(D) Limits on interest Rate Changes

The interest rate I am required to pay at the first Change Date will or the greater than

%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will %, which is called the "Maximum Rate", never be greater than 13.125 or less than %, which is called the Minimum Rate"

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly pay in an changes again

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question! may have regarding the notice

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniforin Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or ar pinterest 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 Securit / Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security livilinument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment if full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. 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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contain up this Adjustable Bate Bider

RODOLFO

FERNANDO REZA

Bottowe

(Seal)

Topoent of County Clerk's Office