BOX 392

DEPT-U1 RECORDING \$33.00 T00000 TRAN 8893 08/03/94 15:51:00 43777 C J #-94-687749 \$33.00

COOK COUNTY RECORDER

MORTGAGE

94697749

THIS MOREGAGE ("Security Instrument") is given on	July 18, 1994	
THIS MORTGAGE ("Security Instrument") is given on ARRIED WOMAN	W	
		n
BANCO POPILAR DE PUERTO RICO	which is organized and existing	9
BANCO POPILAR DE PUERTO RICO unde: Ihe laws of The COMMONWEALTH OF PUERTO RICO 2525 NORTH REZIE AVENUE, CHICAGO, IL 60647	and whose address ("Lender")	is ").
Borrower owes Lender the partical sum of) ELYE BUNDRED AND NO/100 Dollare (U.S).
This debt is evidenced by Borrover's note dated the same date as this Security Inst with the full debt, if not paid saries due and payable on AUGUST.	strument ("Note"), which provides for monthly payment 1, 2024	ts,
	of the debt evidenced by the Note, with interest, and i	all
renewals, extensions and modifications of the Note;(b) the payment of all other sums	ns, with interest, advanced under paragraph 7 to prote	ct
the security of this Security Instrument; and (r) the performance of Borrower's cover	renants and agreements under this. Security Instrume	at
and the Note. For this purpose, Borrower does no by mortgage, grant and conve in	vey to Lender the following described property located	d

16-01-404-031 Tax Id:

SORY'S SULAST 1/4 OF PRINCIPAL MES LOT 34 IN BLOCK 3 IN WETHERBEE AND GREGORY'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SCUTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which has the address of .	2736 WEST THOMAS [Street]	STREET CHICAGO [City]
6062	.	

(*Property Address*); Illinois.....

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this. Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully selsed 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 limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT DSM750IL MTG.3014.1 Page 1 of 4

FORM 3014 9/90 Mynorca, Inc. FormGen

Loan #: 294251

Property of Cook County Clerk's Office

UNIFORM COVENALTS Barrover and ten development and logice an follows

1. PAYMENT OF PRINCIPAL AND NOTER ST; PREFAMENT AND LATE CHARGES. Borrow is 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.

2. FUNDS FOR TAXES AND INSURANCE. 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 ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security instrument as a lion on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or properly insurance premiums; (d) yearly flood insurance premiums. If any; (e) yearly hazard or properly insurance premiums; (d) yearly flood insurance premiums. If any; (e) yearly hazard or properly insurance premiums; (d) yearly flood insurance premiums. If any; (e) yearly mortgage insurance premiums. These litems are called "Escrow Items" Lender may, at any line, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage from may require for Borrower's ascount under the federal fleel Estate. Settlement Procedures Act of 1974 as amended from time to lime, 12 U.9.C. a 2801 if seq. ("RESPA"), unless another law that applies to the Funds sets a leasor amount. If no, Lender may, at any time, collect and hold funds in an amount not to exceed the leaser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an Institution) or in any. Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow Items, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one time charge for an independent real estate (ax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds, and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this. Security Instrument.

If the Funds he'd by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess. Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the flac or literia when due, it ender may so notify Borrower in writing, and, in such case Borrower shall pay to iteriader the amount necessary in make up the deficiency. Borrower shall make up the deficiency in no more, than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all runs secured by this Security Instrument. Lender shall promptly refund to Borrower any Funds held by Lender. It, under paragraph 21, Londer shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender of the line of acquisition or sale as a credit against the sums secured by this Security Instrument.

S. APPLICATION OF PAYMENTS. 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, to amounts payable under paragraph 2, third, to interest due; fourth, to principal due, and last, to any late charges due under the Note.

4. CHARGES; LENS. Borrower shall pay ill taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or it not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly turnish to Lende, of notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lende receipts evidencing the payments.

Borrower shall promptly discharge any lien which has printly over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner succetable 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 satisfactor, to lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5, HAZARD ON PROPERTY INSURANCE. Borrower shall keep the Improvements now existing or hereafter erected on the Property insured 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 emounts and for the periods that Lender requires. The Insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower falls to maintain coverage described above, Lender may, at Lander'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 strongerd 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 carrie 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 leasible 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 "re sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the "re party, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. OCCUPANCY, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; BORROWER'S LOAN APPLICATION; Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the LEASEHOLDS. 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 delault 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 fien created by this Security instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes torfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or tailed 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.

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7, PROTECTION OF LINE I THATE MITE PROPERTY All Borrover tills option the covenants and agreements contained in this Security Instrument or tirere is a soal or caeding that has bigolicantly iffect Lender's rights in the Property (such as a proceeding in bankruptcy, probate for condemnation or totaliture or to enforce laws or regulations), then Lender may do and pay for whelever 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' tees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- a. MONTIGACE 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, 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 of the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. CONDEMNATON. 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 bender

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 exists 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 ching 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 the partial taking of the Property in wide the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before on a taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applicable the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrowei or II, 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 lagree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph. I and 2 or change the amount of such payments.

- 11. BORROWER NOT RELEASED; FORBEARANCE BY LE DEF NOT A WAVER. 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 Borrow r'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 to the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a wait of it or preclude the exercise of any right or remedy.
- 12. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIAD IT!; CO SIGNERS. The covenants and agreements of this Security instrument shall bind and benefit the successors and assigns of Len terind 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, gran, 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 the 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 lary which sets maximum toan charges, and that law is linally interpreted so that the interest or other loan charges collected or to be collected in connection with the foan 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 Bornower which exceeded permitted limits will be refunded to Bornower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Bornower. It 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 access or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender, a cultress 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.
- 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 for it is 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. 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.
- 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 judge ment 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) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and

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Barrower's obligation to pay the soles a court by Dia Spoulty hat time it shall continue under the continue of the court through the court through the shall read held 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 Instru ment) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer*) that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any 20. HAZARDOUS SUBSTANCES. Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance, or Environmental Law of which Barrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental profuction.

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 cover nant or agreement in this deputity instrument (but not prior to acceleration under paragraph 17 unless, applicable law provides otherwise). The notice shall specify: It is e default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and water of the Property. The notice shall arther inform Borrower of the right to reinstale after acceleration and the right to ansert in the foreclosure proceeding the non-endsterics of a default or any other defense of Borrower to acceleration and foreclosure. If the default in not cured on or before the date specified in the notice, tender at its option may require immediate payment in full of all sums secured by this Security Instrument without further dome of 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, all of which she" Do additional sums secured by this Security Instrument.

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.

Borrower walk at hight of homestead exemption in the Property. 23. WAIVERS OF HOMESTEAD.

24. RIDERS TO THIS SECURITY INSTRUMENT. If ring 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 if (Check applicable box(88))	isifuniting as it the in seas ward a part of this social	my mandman.
(.) Adjustable Rate Rider	Et Gondoniiiv:n Bider Et Planned U⊬lt Devolopment Rider	XX 1-4 Family Rider
Graduated Payment Rider Balloon Rider		() Second Home Rider
[] V.A. Rider	XIX Other(s) [specify] D fault Rider to	
rider(s)/executed by Borrower and recorded	s and agrees to the terms and crive hants contained with it.	
The purpower has received a true copy LIRE HAYDER BANTANA	of this reorigage without that ge.	(Seal)
HAYDEE SANTANA	-Barrower	-Borrower
	(Seal)	(Seal)
	Battower	-Borrower
STATE OF ICCINIOIS)	(Space Below This Line For Acknowledgement)	175.
)	56:	
COUNTY OF COOKS		Co
the undersigned	a Notary Public in and for said of	county and state, ou hereby certify the
Haydee Santana. An Unmarrie personally known to me to be the same pers	ী Wolfiaয় on(s) whose name(s) subscribed to the foregoing i	nstrument, appeared before me this day
in person, and acknowledged that and	Bine signed and delivered the said ins (he,she,they)	trument as her (his,her,their)
free and voluntary act, for the uses and purp	ases therein set forth.	
Given under my hand and official s	eal, this 18th day of July	1994
My Commission Expires:	§	"OFFICIAL SEAL" }
har death at an	Alabara Bulala	Notary Public, State of Illinois 3, Ay Commission Expires 11/30/97 (

This instrument was prepared by and should be mailed to Banco Popular, Attn: MILDRED VELEZ, 2525 N. Kedzie, Chicago, IL 60647

BANCO POPULAR

Chicago

BANCO POPULAR DE PUERTO RICO 2525. North Kedzie Azenoe Chicago, Illinois 60647 Let. (212)772-0010

RIDER TO MORTGAGE

If the mortgage and mortgage note are not paid when due by maturity, acceleration or otherwise, the interest rate indicated herein small increase by 3% per annum, provided however, that the interest rate shall in no event be increased beyond the maximum rate of increase allowed by law.

Haydee/Santana

Office

94687719

UNOFFICIALLICACE

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this	1.8th day of .	July	19 94.
and is incorporated into and shall be deeme			
Security Instrument) of the same date BANCO POPULAR DE PUERTO of the same date and covering the Property de	RICO	upony anni transmitation transmitation	
2736 WEST THOMAS STREET.	CHICAGO, ILLIN	QIS 60622	

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Sacrify Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Jourity 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 extingulating apparatus, security and access control apparatus plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, religerators, dishwashers, disposals, washers, dryers awnings, storm windows, atorm doors, acreens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and else ned floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be downed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property cracified 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 Indexal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's pric 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 Cove and 10 is deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Convenant 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 af iences of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute now 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 for additional security only.

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App No: 294251 Loan No: 294251 If Lender gives notice of heart to Burrower, it is trents received by Borrower shall be half by Borrower as trustee for the benefit of Lender only, to be applied with sums suched by the Burrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agent upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument: (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

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

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

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

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

BY SIGNING BELOW, Borrow	er accepts and screen to the terms and provisions contained in this 1-4 Famil	ly Rider.
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