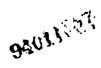
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RECORD AND RETURN TO:

CRAGIN FEDERAL BANK FOR SAVIN 5133 WEST FULLERTON AVENUE

CHICAGO, ILLINOIS 60639



ne For Recording Data | -

GAGE

01-70872-35



THIS MORTGAGE ("Security Instrument") is given on DECEMBER 30, 1993

. The mortgagor is

FERNANDO P. NIETO AND ALICIA NIETO, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to CRAGIN FEDERAL BANK FOR SAVINGS DEPT-01 RECORDING

\$35.50

- T#0011 TRAN 9142 01/05/94 11:11:00
- #2684 # *-94-011357
- COOK COUNTY RECORDER

which is organized and existing under the laws of THE UNITED STATES OF AMERICA address is 5133 WEST FULLERTON AVENUE 60639 CHICAGO, ILLINOIS ONE HUNDRED TWENTY NINE THOUSAND AND 00/100

, and whose

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

129,000.00 h Dollars (U.S. \$ 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 ANUARY 1, 2019 This Security Instrument secures to Lender. (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK

LOT 18 IN STEWART'S SUBDIVISION OF BLOCK 7 IN JOHNSTON AND LEE'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 29 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY

ILLINOIS.

17-20-313-012

which has the address of 1329 WEST 18TH STREET, CHICAGO 60608 ("Property Address"); Illinois Zip Cade

Street, City

OPS 1089 Form 3014 9/90

ILLINOIS Single Family Fannie Mae Freddia Mac UNIFORM INSTRUMENT - LIPE MORTOLISE FORMS (GEORGE 4100) (400)R21 7091

BRILL) 9121

BEACHWOIN III TWALFTTEIC:

131277 186 20 1 1 1 EMPLIES CAL COPY 335 PM6 DEC 30 '93 16:1" 01-70872-35

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

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

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 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 lien on the Property. (b) yearly leasehold payments or ground rents or the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage 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. 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 a federally related mortgage loan may contine for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to him., 12 U.S.C. Section 2601 er seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser 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 ope-time charge for an independent real estate tax 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 conized to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interes 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 held 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 Escrow Items when due, Lender 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 deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Burrower any Funds 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 exprist the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lander 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; Liens. Borrower shall pay all 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 if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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 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 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

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by five, hereafter included within the term "extended to easy and any other hazards, including floods or flooding, for which Lender equires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withhold. If Borrower fails to maintain coverage described above, Lender may, at Lender'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 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 currier 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 cate of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Leader 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, of commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begin that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfer use 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 Burrower, 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. It Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in triting.
- 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 iterater's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or rigulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7. Lender does not have to do so.

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument. Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurar approved by Lender. If substantially equivalent mortgage insurance coverage is not available. Burrower 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

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an ideality approved by Lender stain becomes available and is obtained. Borrower shall pay the premiunit required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property inwhich the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for arranges. Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and amply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Romewer or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest. In 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 henefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a nw which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount accessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mult to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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17. Transfer of the Property of a Beneficial Interest in Fortower, If after any pure of the Property or any interest in it is sold or transferred (or if a beneficial ners). In Berrow et is no don't ansiented and Borrower is not a natural person) without Londer'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 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 detault 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 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 a celeration 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 note 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 incelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other

information required by applicable law.

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

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

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

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

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration foliowing Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rideris) were a part of this Security Instrument.

(Check applicable box(es))		
Adjustable Hate Graduated Paym Balloon Rider V.A. Rider	רן	Condominium Rider Planned Unit Development Rider Rate Improvement Rider Other(s) (specify)	Second Home Rider
			ts contained in this Security Instrument and
in any rider(s) executed b	y Borrower and r	ecorded with it.	
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Witness		ALICIA NIETO	Borrower
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STATE OF ILLINOIS.	COOK	Cour	nty ss:
1. Panela	ha.	va 4	, a Notary Public in and for said
county and state do hereb	y certify that	CCIA NIETO, HUSBAND AN	D WIFE
me this day in person, an free and voluntary act, fo Given under my hand a My Commission Expires	d scknowledged t r the uses and pu	hat THEY signed and delivered reposes therein set forth. his post day of Occeptable SEAL" Urray Hotory Public	the foregoing instrument, appeared before the said instrument as THEIR There is the said instrument as THEIR There is the said instrument as THEIR There is the said instrument as THEIR The said instrument as THEI

KNOW ALL MEN BY

FERNANDO P. NJETO AND ALICIA NIETO

in consideration of the sum of One Poller (\$1.00) and other good and valuable considerations, in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer and set over unto CRAGIN FEDERAL BANK FOR SAVINGS

its successors and/or its assigns, a corporation organized and existing under the laws of the THE UNITED STATES OF AMERICA(hereinafter referred to as the Association) all the rents, issues and profits now now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of or any agreement for the use or occupancy of any part of the following described premises:

SEE ATTACHED RIDER

Commonly Known as: 1329 WEST 18TH STREET, CHICAGO, ILLINOIS 60608 17-20-313-012

It being the intention of the undersigned to hereby establish an absolute transfer and relaxed man it is in the undersigned to hereby establish as absolute transfer and relaxed to the undersigned to hereby establish as absolute transfer and relaxed to the undersigned to hereby establish as absolute transfer and relaxed to the undersigned to hereby establish as absolute transfer and relaxed to the undersigned to hereby establish as absolute transfer and relaxed to the undersigned to t avails thereunder unfo the Association, whether the said leases or agreements may have been heratofore or may he hereafter made or agreed to, or which may be made or fure id to by the Association under the power herein granted.

The undersigned do hency brevesably appoint the said Association their agent for the management of said property, and do heraby authorize the Association to let and re- of a id premises or any part thereof, according to its own discretion, and to bring or defend any suits in connection with said premises in its own name or in the names of the undersigned, as it may consider expedient, and to make such repairs to the premises as it may deem proper or advisable, and to to anything in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the Association may do.

It being understood and agreed that the raid accolletion shall have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness CHRCENITY of the undersigned to the said Association, due or to become due, or that may bejegiter be contracted, and also toward the payment of all appearant and the care and management of said promises, including taxes and separantes. which may in its judgment be deemed proper and advisor? Acreby ratifying and confirming all that said Association may do by virtue hereof, it being further understood and agreed that in the event of the exemples of this assignment, the undersigned will pay rent for the premises occupied by them at a rate per month fixed by the Association, and a fall ire on their part to promptly pay said rent on the first day of each and every month shall, in and of itself constitute a feroible entry and detainer and the Arteciation may in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of said fremises. This assignment and power of attorney shall be binding upon and inure to the benefit of the heirs, executors, edministrators, successors one shalps of the parties herete and shall be construed as a covenant running with the land, and shall continue in full force and effect until all of the Ir debtedness or liability of the undersigned to the said Association shall have been fully paid, at which time this assignment and power of attorney shall ? , minate.

It is understood and agreed that the Association will not exercise any of its right; and this Assignment until after default in the payment of any inclubtedness or liability of the undersigned to the Association.

IN WITNESS WHEREOF, the u	ndersigned have hereunto set	their hands and toals, this	30TH	day of
DECEMBER	A.D. 1993	T '		
		· · · · · · · · · · · · · · · · · · ·	MAN	
	SEAL)	Starrium di	July	(SEAL)
		FERNANDO P. N	ZETO	
		~		
	(SEAL)	Questo	10	(SEAL)
		ALICIA NIETO		(Seat)
STATE OF ILLINOIS				
STATE OF LLLINGIS				
COUNTY OF 12				
1. Pamela Mar	ray	a Notary Public in and for said	County in the S	tato aforgenia
		4 110141 7 1 40114 111 4114 101 3510	County, in the S	rara ninicadio
DO HEREBY CERTIFY THAT				
FERNANDO P. NIETO A	AND ALICIA NIETO,	HUSBAND AND WIFE		ړ
personally known to me to be t	ha same personS whose	nameS subscribed to the	foreging Instrum	hottanne fra
			-	
before me this day in person, an	d acknowledged that THE	Y signed, sealed and o	Jalivared the said	Instrument as 🛏
THEIR free and voluntar	y act, for the uses and purpos	as therein set forth.		<u> </u>
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9132 SdG people among their more more than or we t who on 1' to besided at mod enn madt each ile ALLCIA NIETO February F. METO VI inquigered in behivory standards of notigo aft rate change (it there is a limit), or (3) a change in the Base Index tigute, or all of these, as a condition of Lender's waiving incrosse in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest if there is a transfer of the Proparty subject to paragraph 17 of the Sacurity instrument, Lender may require (if an A form asticiation of the proteins that han to this Security Instrument D. THANGER OF THE PROPERTY act with regard to that lien as provided in paragraph 4 of the Security instrument or shall promptly secure an priority aver this Security Instrument, Lender may send Barrower a nutice charitying that lien. Barrower simply ender determines the tail or any part of the sum secured by this Sacutlty Instrument are subject to lies which has or by making a direct payment to Borrower atoM ailt inhite bawo legizititi ailt galaush by tutund this tutund by raducing this principal own under the Molta battimised behaviour distribution most behaviory to the same year (i) and the perimited of the object of the course of the cours would exceed permitted limits. It this is the case, them. (A) any such loan charge shall be reduced by the amount necessary neol off film noticennos of totalest of the inguistrance neol to the foundation of the form of the first of the form of the form of the first of the form of the first of the form of the first of the form of the form of the first of the form of the first of the firs it could be that the loan secured by the Security instrument is subject to a law which ects maximum toan charges and B. LOAN CHARGES aiso the fitle and telephone number of a person who will answer any question timay have regarding the notice. payment before the effective date of any change. The notice will include infortation required by law to be given me and yidfnom yn to inuums adt bne ste ragas yn ni zagnede yne to aston a am ot lism to telide illw sleid slob adt EL NOTICE OF CHANGES beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again. Mere interest tate will become effective on each Change Date. [vill pay the amount of my new monthly payment LIDI REFECTIVE DATE OF CHANGES A N and along the man change Date. My inturest tate will never to great then LS. 75%, or less than A.A. 000.1 Mert arom yd bagnaria ad for lliw nies fagig ini ani, saffaetori 🖟 🧗 ment seel to 2 (1) If this box is checked, there will be no maximun, then on changes in the interest rate up or down.
(2) (2) (2) If this box is checked, the interest rate I am required to pay at the titel Change Date will not be greater than CHIMITS ON INTEREST RATE CHANGES cqual payments. The result of this calculation will be the new amount of the next mental principal that I am expected to owe at the Change Dake in full on the maturity date at my new interest rate in substantially The Mote Holder will then determine the entoint to the monthly payment that would be sufficient to repay the unpaid .8)6() Subject of the timits stated in Section 4 (C) below, this rounded amount will be my new interest rate until the next change 4/25.10) thing egetherned end to thingie-min traisen ent of notibbs afit it fluse, ent buuct neit illi wiebloHe dothe ent. percentage points (3.2500 %) to the Current Index. YND ONE EONKIH Before each Change Date, the Not Nolder will calculate my new inferest rate by adding (B CALCULATION OF CHANGES the Mote interest rate by using a comperable index. If the index ceases to be inide available by the publisher, or by any successor to the publisher, the Note Holder will set "Mation I Av 11886 Median Cost of Funds-Monthly To yitutem fristangs e of belaulbs selfitudes yrusserf sefs? befind no bisiy sgatere, it. ">We is the: (Check one ora to indicate index.) om steent index figure available as of the date 48. days before each Chango Date is called the "Current Index.". The Index er! Tarabe's and belies ad illiw richtw andre etan taeres in an interest start in the interest in the same and ME INCEX ENDNAMO STAR TERRETMI I noths thereafter Atnom edf to yet tent no bas 2661, 6. 7500%. The Note Interest rate may be increased or decreased on the NAMUNAL . no gninniged rithom off to yeb LSt to "etaR Jeesoful Initial" ne and etoM edT V INTEREST BOLE AND MONTHLY PAYMENT CHANGES

(wither socient and ances as follows: MODIFICATIONS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender 1329 WEST 18TH STREET, CHICAGO, ILLINOIS Property Address 80909 ithe "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at-CRACIN FEDERAL BANK FOR SAVINGS , A FEDERAL CORPORATION of the same date given by the undersigned (the "Bostower") to secure Bostower's Note to CRACIN FEDERAL BANK FOR SAVINGS , shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") bne ofni beferoquooni zi bne , £ 691 30TH day of DECEMBER RATE WILL RESULT IN LOWER PAYMENTS. INTEREST RATE WILL RESULT IN HIGHER PAYMENTS DECREASES IN THE INTEREST PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS

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BU AT THE DATE.