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COOK COUNTY, ILLINOIS
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LOAN NO.: 000-11413-3

BOX 404

MORTGAGE

33-
E1

THIS MORTGAGE ("Security Instrument") is given on **FEBRUARY 21, 1994**. The mortgagor is

ARMANDO ROSAS, AN UNMARRIED PERSON HAVING NEVER BEEN MARRIED, BEATRIZ CHAVEZ, AN UNMARRIED PERSON HAVING NEVER BEEN MARRIED:

("Borrower"). This Security Instrument is given to

SOUTHWEST FEDERAL SAVINGS & LOAN ASSOCIATION OF CHICAGO

which is organized and existing under the laws of **United States of America**, and whose address is

3525 WEST 63RD STREET, CHICAGO IL 60629 (Lender). Borrower owes Lender the principal sum of

NINETY SIX THOUSAND THREE HUNDRED AND NO/100 Dollars (U.S. \$ **96,300.00**). 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 **MARCH 1, 2024**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK** County, Illinois:

REFER TO ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF.

P.I.N.: 19-35-119-075-0006
which has the address of **3734 W. 82ND STREET**, **CHICAGO**, [Street, City],
Illinois **60652** (**Zip Code**)
("Property Address");

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

VMP-8H(IL) 102121
Form 3014 9/90
Amended 6/91

VMP MORTGAGE FORMS • (313)293-8100 • (800)821-7281



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Borrower shall prominently disclose in any loan which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payee or to the payee's agent or attorney in fact to accept payment in full in good faith by the holder of the Note or by the payee or by the payee's agent or attorney in fact, or (b) waives the right to require payment in full in good faith by the holder of the Note or by the payee or by the payee's agent or attorney in fact.

4. **Chargess:** Tenant, Borrower shall pay all taxes, assessments, charges, fines and impositions whatsoever to the Property which may attach thereto by virtue of any instrument or agreement or otherwise.

3. 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.

Waive the monthly pass-through, or consider some alternative.

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 held by Lender exceeding the amounts permitted to be held by applicable law, and Lender shall account to Borrower for the amounts exceeding the amounts permitted to be held by applicable law.

The funds shall be held in an escutcheon whose depositories are insured by a federal agency, instrumentality, or entity which each Borrower and Lender may agree in writing, however, that interest shall be paid on the funds and the purpose for which each Borrower and Lender may agree in writing, showing credits and debits to the funds and the purpose for which each Borrower and Lender may agree in writing, unless Lender fails to pay a one-time charge for an independent real estate tax reporting service provided by Lender in connection with this loan, up to and including law provides otherwise. Unless an agreement is made by Lender to pay a one-time charge for an independent real estate tax reporting service, Lender is liable for all attorney fees and costs incurred by Borrower in connection with this loan, up to and including law provides otherwise. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service a charge, unless Lender fails to pay a one-time charge for an independent real estate tax reporting service, Lender is liable for all attorney fees and costs incurred by Borrower in connection with this loan, up to and including law provides otherwise. The funds, unless Lender fails to pay a one-time charge for an independent real estate tax reporting service, Lender is liable for all attorney fees and costs incurred by Borrower in connection with this loan, up to and including law provides otherwise. The funds, unless Lender fails to pay a one-time charge for an independent real estate tax reporting service, Lender is liable for all attorney fees and costs incurred by Borrower in connection with this loan, up to and including law provides otherwise.

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 attach priority over this Security Instrument as a lien on the Property; (b) yearly Leased Payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (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 insurance premiums. These items are called "Eserow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federal related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C., Section 2601 et 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 services or otherwise in accordance with applicable law.

1. **Exemption of Prepayment and Interest:** Prepayment and Late Charges 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.

UNIFICATION GOVERNMENT'S BORROWER AND LENDER COVENANT AND AGREEMENT AS FOLLOWS:

This SECURE INSURANCE combines ordinary coverages for standard use and non-ordinary coverages with limited variations by furnishing a uniform security instrument covering real property.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage;

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

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5. Hazard or Property Insurance. Borrower shall keep all improvements in 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 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 withheld. 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 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; 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 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 forfeiture 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 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 a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security 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 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

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Form 3014 9/90

STATE OF ILLINOIS FEDERAL RELIEF AND LOAN ASSOCIATION

NOTARY PUBLIC, STATE OF ILLINOIS
NANCY A DEMAR Notary Public

MY COMMISSION EXPIRES 11/22/97

This instrument was prepared by:

My Commission Expires:

Given under my hand and official seal, this 1st day of February, 1997, to witness and deliver the said instrument as free and voluntary act, for the uses and purposes herein set forth, subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he personally known to me to be the same person(s) whose name(s)

(Date) (Signature) (Address), at (City), IL (State) on (Month) (Year) in (City) MARSHALL, ILLINOIS

a Notary Public in and for said county and state do hereby certify

County ss:

COURT

Borrower
(Seal)

Lender
(Seal)

Borrower
(Seal)

Borrower
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- Check applicable box(es)
- Adjustable Rate Rider
 - Condominium Rider
 - 1-4 Family Rider
 - Graduate Payment Rider
 - Planned Unit Development Rider
 - Biweekly Payment Rider
 - Rate Improvement Rider
 - Balloon Rider
 - V.A. Rider
 - Other(s) [Specify]

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

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

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

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

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

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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Form 301a 9/90

23. Waiver of attorney fees and costs of enforcement in the Property.

22. Release, Lender payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower, however, Borrower shall pay any recordation costs.

21. Including, but not limited to, reasonable attorney fees and costs of defense.

20. Proceedings, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph

served by this Security Instrument without further demand and may foreclose this Security Instrument in full of all sums or before the date specified in the note. Lender, at his option, may require immediate payment in full of all sums non-existent of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on

informer Borrows of the right to remit after acceleration and the right to assert in the foreclosure proceeding the security by this Security Instrument, foreclosure by judgment proceeding and sale of the Property. The notice shall further specify to cure the default on or before the date specified in the notice may result in acceleration of the sums

(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums (e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured unless applicable law provides otherwise). The notice shall specify: (a) the defaults (b) the action required to cure the default; and

(c) any covenant or agreement in this Security Instrument that not prior to acceleration under paragraph 17 unless applicable law provides otherwise).

21. Acceleration: Lender shall give notice to Borrower prior to acceleration following Borrower's breach

NON-FINANCIAL CONTRACTS, Borrower and Lender further covenant and agree as follows:

relative to health, safety or environmental protection.

this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that provide and implement, applicable laws, methods containing asbestos or mold, asbestos products, toxic

environmental law and the following substances: asbestos, formaldehyde, asbestos and mold products, toxic as used in this paragraph 20, "Hazardous Substances", are those substances defined as toxic or hazardous substances by all necessary remedial actions in accordance with Environmental Law.

Borrower shall promptly give Lender written notice of any acceleration, claim, demand, lawsuit or other action by any

Hazardous Substances on or in the Property or any violation of any applicable law.

20. Hazardous Substances: Borrower shall not cause or permit the presence of any asbestos, formaldehyde, asbestos or mold products, toxic or hazardous substances in the Property or any violation of any applicable law.

Lender will not sell any asbestos, formaldehyde, asbestos or mold products, toxic or hazardous substances in the Property or any violation of any applicable law.

19. Sale of Note (Title of Lien): The Note or a partial interest in the Note (together with this Security instrument may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity known as the "Lien Servicer"; this collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Lien Servicer if there is a change of the Lien Servicer. If there is a change of the Lien Servicer, Borrower will be given written notice of the Lien Servicer under paragraph 14 above and applicable law. The notice will state the name and address of the new Lien Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Sale of Note (Title of Lien): The Note or a partial interest in the Note (together with this Security instrument may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity known as the "Lien Servicer"; this collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Lien Servicer if there is a change of the Lien Servicer. If there is a change of the Lien Servicer, Borrower will be given written notice of the Lien Servicer under paragraph 14 above and applicable law. The notice will state the name and address of the new Lien Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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LOAN NO.: 000-11413-3

BORROWER/ENTITY: ARMANDO ROSAS

LEGAL DESCRIPTION

Addendum

PARCEL 1: LOT 34 (EXCEPT THE WEST 1/2 THEREOF) AND LOT 35 IN BLOCK 3 IN CLARKDALE, A SUBDIVISION OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 5 FEET AND EXCEPT RAILROAD RIGHT OF WAY), IN COOK COUNTY, ILLINOIS.
PARCEL 2: EASEMENT AS SET FORTH IN AN INSTRUMENT RECORDED IN THE RECORDED OFFICE OF COOK COUNTY, ILLINOIS, ON FEBRUARY 6, 1964, AS DOCUMENT L9041360 OVER THE LAND DESCRIBED AS FOLLOWS:
THE EAST 5 FEET OF THE WEST 1/2 OF LOT 34 IN BLOCK 3 IN CLARKDALE A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 50 FEET AND EXCEPT THE RAILROAD RIGHT OF WAY), IN COOK COUNTY, ILLINOIS.

3734 W. 82ND STREET
CHICAGO, IL 60652

P.I.N.: 19-35-119-075-0000

PREPARED BY: SOUTHWEST FEDERAL SAVINGS & LOAN ASSOCIATION
4062 SOUTHWEST HIGHWAY
HOMETOWN, IL 60456
BONNIE HOFFMAN

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Property of Cook County Clerk's Office