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COOK COUNTY, ILLINOIS FILLO FOR PECONO

91 MAR -9 AM 11 23

94216554

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MORTGAGE

321100342

THIS MORTO GE ("Security Instrument") is given on mortgagor is JEBUS PATINO AND AUICIA PATINO, HIS HIPE AND JOSE PATINO, A BACHYLOR

("Borrowar"). This Sugarity instrument is given to PAUL FROMRAL BANK FOR SAVINGS

which is organized and existing under the laws of , and whose address is THE UNITED STATES OF AMERICA 6700 W. NORTH AVE, CHICAGO JULINOIS 60638

SEVENTY NINE THOUSAND BIGHT HUNDRED AND 00/100 ("Lender"). Borrower owes Lender the princips; sum of

Dollars (U.S.) 79,800.00 i. This debt is evidenced by Borrower's note dated the same date as this Beculity Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on KARCH 1, 2009 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by me Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sunts, with interest, advanced under paragraph 7 to protect the accurity of this Security instrument; and (c) the performance of Bryower'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 County, illinois: COOK

THE SOUTH 1/3 OF THE NORTH 1/2 OF THE EAST 1/2 OF FOT 9 (EXCEPT THE RAST 7 FEET AND EXCEPT THE WEST 21 FEET THEREOF) IN STOCK 3 IN MANDEL AND HYMAN'S SUBDIVISION OF THE EAST 1/2 OF THE WOSTH HEST 1/4 AND THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILL. PIN #16-20-106-065

Which has the address of

60630

1226 AUSTIN B

ILLINO!S-Single Family-Famile Mee/Freddle Mac UNIFORM INSTRUMENT

Illinois

2395 SEP 91

(Zio Code)

[81:001] ("Property Address");

Form 3014 9/90 (sega f of 8 pages)

BOX 333

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or horester 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 select 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. Burrower warrants and will defend

generally the title to the Property against all claims and domands, subject to any encumbrances of record.

TIIS 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. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interset; 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 Londor, florrower shall pay to Londor 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 the Security instrument as a flow on the Property; (b) yearly leasehold payments or ground cents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly morigage insurance premiums, if any; and (i) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in flou of the payment of manual in insurance premiuras. These items are called "Bacrow fiems." Londer may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a londer for a federally related mortgage han may require for Buttower's excruse account under the federal Roll Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another (av) that applies to the Funds sets a lesser amount. If so, Londer may, at any time, collect and hold Funds in an amount not to exceed the leaser amount. Londer may estimate the amount of Funds due on the basis of current data and reasonable estimate; of expenditures of future Barrow Roms or otherwise in accordance with applicable law.

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

If the Punda held by Lender exceed the amounts permitted to be bold by applicable law, Lender shall account to Bornower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Londor at any time is not sufficient to pay the Escrow items when due, Londor may so notify Borrower in writing, and, in such case Borrower shall pay to Londor the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lander's sole discretion."

Upon payment in full of all sums secured by this Security Instrument, Londor shell recompily refund to Borrower any Funds hold by Londor. If, under paragraph 21, Lender shall acquire or sell the Property, Londor, prior to the acquisition or sale of the Property, shall apply any Punda hold by Londer at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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

paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note

4. Charges: Liena. 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 Institument 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 Lander subordinating the lien to this Security Instrument. If Londor determines that any part of the Property is subject to a flort which may attain priority over this Security Instrument, Lender may give Borrower a notice blentifying the ilen. 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 fire, hazards included within the term "extended coverage" and any other hazards, including floads or flooding, for which Londer requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance currier 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 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 Londer and shall include a standard mortgage clause. Londer shall have the right to hold the policies and renewals. If Londer requires, Borrower shall promptly give to Londer all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt untice to the insurance carrier and

Lender. Lander may make proof of loss if not made promptly by Borrower.

Unless Lander 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 issuened, 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 Londer and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of an 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 equisition 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, etablish 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 withhold, or unless extenuating elfcumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriors to, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceedings, whother civil or crimical, is begun that in Lender's good faith judgement 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 Londer's good faith determination, [rec.udes 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 toan 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 of a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the case. 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 conder's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfaiture or to enforce lave or regulations), then Lander 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 tien which has priority over this Security Instrument, a pearing 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 Londer under this paragraph 7 shall become additional debt of Borrower a sculed by this Security Instrument. Unless Borrower and Londer 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 Londer to Borrower requesting

payment.

8. Morrgage 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 ispace or coases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance proviously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance proviously 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 yeartly 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 ficu.

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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 promiums 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 Rorrower and Lender or applicable law.

- 9. Inspection. Lander or its agent may make reasonable entries upon and inspections of the Property. Londer shall give Borrower nutice 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 same secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. They balance shall be paid to Borrower. In the event of a partial taking 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 absorbared by Borrower, or if, after notice by Lander to Borrower that the condemnor offers to make an award or settle a claim for damages. Horrower falls 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 payment (referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Wulver. Extension of the time for payment of 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 Lende 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 coverants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Larvier and Borrower, subject to the provisions of paragraph 17. Borrower's coverants 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 annual recessary 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.

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- 16. Borrower's Copy. Horrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Londor's prior written consent, Londor 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 Londor if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls 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. Horrower's Right to Rainatato. 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 reinstantement) 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 Londer 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 Londer may reasonably require to assure that the lien of this Security Instrument, Londer's rights in the Property and Horrower's obligation to pay the sums secured by this Security Instrument shall continue anchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph [7].
- 19. Sale of Note: Charge of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects mentally payments the 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 also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall of course 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 a 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 Hazardona Substance or Empironmental Law of which Berrower has actual knowledge. If Borrower learns, or is notifical by any governmental or regulatory authority, that any removal or other remediation of any Hazardona Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with University and Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defend as textic or hazardous substances by Environmental Law and the following substances: gasoline, kerosone, other flammable or taxic petroleum products, textic petroleum products, textic

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

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that fulture 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 same 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 accured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 23. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.

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24. Riders to this Security Instrument. If one or more riders are executed by Horrower and recorded ingetter we this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend a supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument (Check applicable box(es))	nd
Adjustable Rate Rider Condominium Rider Col 1-4 Family Rider	
Graduated Payment Rider Planned Unit Development Rider Riweekly Payment Rider	
Balloon Rider Rate Improvement Rider Second Home Rider	
Cother(s) [specify] LOAN RIDER	
BY SIGNING BBLOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrume and in any rider(s) executed by Borrower and recorded with it. (Seal)	mt
Borrower - Borrower	٠
ALICIA PATINO (Scal)	
ALICIA PATINO_	
-Borrower	
JOBN PATINO	
- Morrower	
43031119901	
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STATE OF ILLINOIS, COLORS COUNTY AN:	
i de la	
a Notary Public in and for said county and state, certify that	
JESUS PATINO AND ALICIA PATINO, HIS WIFE AND JOSE PATINO,	
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that	٠.
Given under my hanti and official seal, this	
My commission expires:	
Wedness Public Expired 2/28/80 Ny Commission Expired 2/28/80	
MINIST PROPERTY OF THE PROPERT	

Property of Coot County Clert's Office

LOAN RIDER

LOAN NO. 221100342 DATE TERRUARY 11, 1994

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

1226 AUSTIN 8

CICERO

IL 60650

(PROPERTY ADDRESS)

- 1.) Borrower and Lender agree that not withstanding anything contained in Uniform Covenant 21 of the Security Instrument, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed.
- 2.) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER

Borrower

ALICIA PATINO

Borrower

JOSE PATIMO

Borrower

Borrower

1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER IN	made this <u>11'TH</u> day of	BBRUARY 1984 and le
incorporated into and shall be de-	emed to amend and supplement th	e Mortgage, Deed of Trust or
Security Deed (the "Security Instru	lment) of the same date given by the	undersigned (the "Borrower")
	et paul feorral dank for fay	
(the "Lender") of the same date ar	nd covering the Property described	In the Begurity Instrument and
loosted at:		
1226 AUSTIN S	CICARO	IL 606B0
	(Property Address)	

1-4 FAMILY COVENANTS. In addition to the covenants, and agreements made in the Security Instrument, Porrower and Lender further governant and agree as follows:

- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the property described in the Security instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, sir, and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges stoves, refrigerators, dishwashers, disposals, washers, dryers, swnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or negative attached to the Property, all of which, including replacements and additions thereto, shall be Jeamed to be and remain a part of the Property covered by the Security instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the Property."
- B. USE OF PROPERTY: COMPLIANCE WITH LAW. Sorrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien infarior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against runt loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
- E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleved.
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in willing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.
- G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all cases 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 new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security instrument is on a leasehold.
- H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenent(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security

MULTISTATE 1-4 FAMILY RIDER-FUND MARTINGS MAY UNIFORM INSTRUMENT

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If Lander gives notice of breach to Borrower (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lander only, to be applied to the sums secured by the Security Instrument; (ii) Lander shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lander's agents upon Lander's written damand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lander or Lender's agents shall be applied first to the coats 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 coats, 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 inadequepty of the Property as security.

If the Rents of the Property are not sufficient to cover the nosts of taking control of and managing the Property and of policy ting the Rents, any funds expended by Lander for such purposes shall become indebtedness of Borro Mer to Lender secured by the Security Instrument pursuant to Uniform Coverant 7.

Borrower represents and wereants 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

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or meintain the Property potent 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 are or waive any default or invalidate any other right or remady of Lender. This assignment of Rants of the Croparty shall terminate when all the sums secured by the Security instrument are paid in full.

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

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

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and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

ST. PAUL PROBRAL BANK FOR SAVINGS

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

1226 AUSTIN S

IL 60650

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE AND MINIMUM RATE THE BORROWER MUST PAY. THE NOTE MAY ALSO CONTAIN THE OPTION TO CONVERT THE ADJUSTABLE INTEREST RATE TO A FIXED INTEREST RATE.

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

The Note provides for an initial interest rate of 6.378 L . The Note provides for changes in the adjustable interest rate and the monthly payments, a fixed rate conversion option and transfer provisions as follows:

ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) CHANGE DATES

The adjustmile interest rate i will pay may change on the first day of MARCH and on that day every 12% month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date.

Beginning with the first Grange Date, my adjustable interest rate will be based on an index. The "index" is the monthly average yield on United Sizing Treasury securities adjusted to a constant maturity of one year, as made available by the Board of Governors of the Fisieral Reserve System. The most recent index figure systable as of the date 45 days

before each Change Date is called the "Gwrent Index."

If the Index is no longer evaluate, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.
(C) CALCULATION OF CHANGES

Before each Change Date, the Note Volder will calculate my new Interest rate by adding

TWO AND THREE-ODARTHES percentage points (2,750 %) to the Current Index. The Note Holder will then round the result of this addition to the next one-sighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded existint will be my new interest rate until the next Change Date.

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

(D) LIMITS ON INTEREST HATE CHANGES

The interest rate that I am required to pay at the first Chungo Date will not be greater than 4.375 % . Thereafter, my edjustable interest ruty will never be increased or degreesed on any single Change Date by more than two percentage point(s) (2.000%) from the rate of interest I have been paying for the preceding 12 months. So long as I have not exercised my Conversion Option under 2 polon 5 of this Note my interest rate will never , which is called the "Maximum Adjustable Pote." After the first Change Date of my be greater than be greater than 22.875%, which is loan, my interest rate will never be less than , which is called the "Minimum Adjustable Rate." N/A

(R) EFFROTIVE DATE OF CHANGES

My new interest rate will become effective on each Cliange Date. I will can the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment

(F) NOTICE OF CHANGES

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

FIXED INTEREST RATE CONVERSION OPTION

I have a "Conversion Option" if marked (X) below. If there is no (X) marked, then a Conversion Option does not apply to my loan.

_ (A) i do not have a Conversion Option.

X (B) I have an option to convert to a fixed rate as described below,

I have a Conversion Option that I can exercise, unless I am in default or this Section S(B) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(8-2) below.

The conversion can take place at any time after one year from the due date of my first payment. The "Conversion Date" will be the first day of the month after I have satisfied all of the conditions below, as determined by the Note Holder. If I want to exercise the Conversion Option, I must first eatisfy any condition which may be required by the Federal National Mortgage Association as a condition to its purchasing the loan at the time of conversion. I must also extisty the following conditions: (i) I must give the Note Holder 15 days advance notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) prior to the Conversion Date, I must pay the Note Holder a conversion fee of \$500.00 as of the Conversion Date; (IV) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion; and (v) I may have to pay an appraisal fee and prepay a portion of the principal balance of the loan under the following diroumstance: if at loan origination, the principal amount of the joan is greater than 60% of the stated value of the appraisal report obtained in connection with my loan and private moragage insurance from a company acceptable to the Nute Holder is not in force in connection with the loan, then a new appraised of the property securing the loan may be required. I cannot exercise the Conversion Option unless (pay en smount which is enough to reduce the amount I will be expected to own on the Conversion Date to an amount equal to 80% of the new appraisal's stated value of the property.

Property of Cook County Clerk's Office

(B-2) CALCULATION OF FIXED RATE

My new fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of the date 15 days before the "Conversion Date" specified by the Note Holder for 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus a percentage ranging from three-eighths of one percentage point (0.375%) to one and one-eighth percentage points (1.125%), rounded to the nearest one-eighth of one percentage point (0.125%), depending on the amount of the unpaid principal balance I am expected to owe on the Conversion Date pursuant to the following schedule:

0.625% for unpaid balances of up to \$324,100.00 0.875% for unpaid balances from \$314,101.00 to \$450,000.00 1.125% for unpaid balances from \$450,001.00 and Higher

If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5(8-2) will not be greater than 12 8256 which is called the "Fixed Maximum Rate."

(8-3) NEW PARMENT AMOUNT AND EFFECTIVE DATE

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the Maturity Date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Reginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the Maturity Date.

12. UNIFORM SECUPED NOTE

In addition to the ,tro actions given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), (act) of the same date as this Note protects the Note Holder from possible leases that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I own under this Note. Some of those conditions are described as follows:

(A) Until I exercise my Convergion Option under the conditions stated in Section 5 of this Adjustable Rate Note,

Uniform Covenant 17 of the Security is structured is described as follows:

TRANSFER OF THE PROPERTY Of, A BENEFICIAL INTEREST IN BORROWER. If all or any part of the Property or any interest in it is sold or transferred (or if a oen ficial 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 the exercise is prohibited by foderal law as of the date of this bar unity Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information equired by the Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lander researchly determines that Lender's security will not be impaired by the loan assumption and that the risk of a bree in of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

Borrower in writing.

If lender exercises the option to require immediate payment is full. Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remadles permitted by the Security instrument without further notice or demand on Borrower.

(B) if I exercise my Conversion Option under the conditions stated in Section 5 of this Adjustable Rate Note, Uniform Covenant 17 of the Security Instrument described in Section 12(A) above shall then cease to be in affect, and

Uniform Covenant 17 of the Security Instrument shall instead be described as follows:

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If all a new part of the Property or any interest in it is said or transferred for if a banaficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender risy, at its option, require immediate organism in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if excepts 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 data the notice is delivered or mailed within which Borrower must pay all signs secured by this Security instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenents contained in this Adjustable Rate

JACUS PATINO BONOWS ALICIA PATINO BONOWS

CONVERTIBLE ADJUSTABLE RATE RIDER SINGLE FAMILY

1YR T-BILL INDEX

Borrower

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