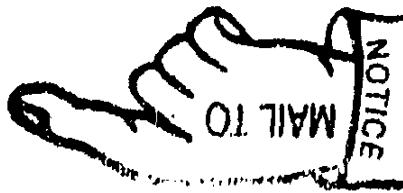


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Return Recorded Doc to:
Bank One Mortg Corp
9399 W. Higgins Rd - 4th Floor
Chicago, IL 60618
Attn: Loss Closing Department



94321003

94321003

[Space Above This Line for Recording Data]

MORTGAGE

DEPT-01 RECORDING \$37,50
T40000 TRAN 7198 04/11/94 16:17:00
43905 # *--94-321003
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on **March 31, 1994**. The mortgagor is **ANSELMO PEREZ AND GONZALA PEREZ, KNOWN AS HUSBAND AND WIFE** ("Borrower"). This Security Instrument is given to **HOME FINANCIAL BANCROUP, INC.**

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **6240 W. BELMONT AVENUE CHICAGO, IL 60634**

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

Ninety-Three Thousand Five Hundred and No/100 ----- Dollars (U.S. \$ 93,500.00).

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 **April 1, 2001**. 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:

P.I.N. 14-31-116-010

94321003

LOT 15 IN BLOCK 9 IN VINCENT, A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which has the address of **2219 N. HOYNE 60647**
Illinois
[Zip Code]

CHICAGO
("Property Address")

[Street, City]

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP-6R(IL) (9105)

VMP MORTGAGE FORMS - (313)293-4100 - (800)521-7291

Page 1 of 6

Form 3014 9/90
Amended 5/91

Initials X A.R.G.P.

1

37.60

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Form 3014 9/90

3102084

1421-6R(1L) (916) (5016)

Borrower makes use payments weekly, but over a number of weeks to render receipts of money as per month.
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) consents in good faith that Lender or debtors 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 to take one or more security instruments, if Lender may notice demanding the lien. Borrower shall satisfy the lien or take one or more security instruments, if Lender determines that any part of the Property is subject to a lien which may attain priority over this Security instrument, if Lender may notice demanding the lien. Borrower shall satisfy the lien or take one or more security instruments, if Lender may notice demanding the lien.

third, to impecunia due fourth, to principal due; and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by [Customer] under paragraphs 2 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

Proprietary, shall apply only during the period of execution of this document or during the period of time in which the parties have a continuing business relationship.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds deposited by Lender at the time of acquisition or sale as a credit against the sum secured by this Security Instrument.

(b) Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months after Lender's sole discretion.

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 in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is less than the amount when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay

Leender, if Leender is such as such an insititution) or in any Federal Home Loan Bank. Leender shall apply the Funds to pay the escrow items, Leender may not charge Borrowser for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow items, unless Leender pays Borrowser micreces on the Funds and applicable law permits Leender to make such a charge. However, Leender may require Borrower to pay a like ame charge for an independent real estate tax reporting service used by Leender in connection with this loan, unless application law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Leender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Leender may agree in writing, however, that interest shall be paid on the Funds. Leender 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

The funds shall be held in an interest-bearing account whose deposits are insured by a federal agency, instrumentality, or entity (including

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 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 Escrow items or otherwise in accordance with applicable law.

2. Funds for Taxes and Losses Range. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monotypically payable sums are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may affect this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) early mortgage insurance premiums, if any; and (f) any sums payable by Borrower. In Lender, in accordance with the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items".

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.

variations by jurisdiction to consider it a uniform security instrument covering real property.

grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend Recipient the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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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 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 9/80

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security Instrument or the Note is held invalid or unenforceable, 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

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 to any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given if Lender receives it within five business days after it is delivered to Borrower or Lender's attorney.

under die Räume.

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 under this instrument will be treated as a lawful prepayment without the preparatory charge, then the preparatory charge, if any, may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Lender.

12. Successors and assigns Bound; Joint and several Liability; Lessor's rights. 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 mortgagee, grant and convey that Borrower's interest in the Property under the terms of this Security instrument or (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, forgive or make any accommodations with regard to the terms of this Security instrument or the Note without the Borrower's consent.

11. Borrower Not Responsible for Breach of Waiver. 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 release the liability of the original Borrower or Borrower's successors in interest if the original Borrower or Borrower's successors in interest of Borrower shall not agree to release the liability of the original Borrower or Borrower's successors in interest of Borrower if the original Borrower or Borrower's successors in interest of Borrower shall not be released from liability for any sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower.

Unless tendered and delivered 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.

If the Property is abandoned by Bonwonder, or if, after notice by Lender to Bonwonder that the condominium offers to make an award or settle a claim for damages, Bonwonder 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

In the event of a total leaking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are due.
whether or not then due, with any excess paid to Borrower. In the event of a partial leaking of the Property in which the fair market value of the Property immediately before the leaking is equal to or greater than the amount of the sums secured by this Security
Instrument immediately before the leaking is equal to or greater than the amount of the sums secured by this Security
Instrument immediately before the leaking is equal to or greater than the amount of 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 leaking, divided by (b) the fair market value of the Property immediately before the
leaking. Any balance shall be paid to Borrower. In the event of a partial leaking of the Property in which the fair market value of the
Property immediately before the leaking is less than the amount of the sums secured immediately before the leaking, 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 due.

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

9. Inspection. Leader or his agent may make reasonable examinations and inspections at any time during the term of this Agreement.

payments may no longer be required, at the option of Lender, at the option of Lender, it mortgage insurance coverage (in the amount and for the period that Lender provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay) that Lender required to maintain mortgage insurance in effect or to provide a loss reserve, until the requirement for mortgag

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to insure that the title of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or 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 monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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 flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (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.

94321003

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Form 3014 8/90

Page 4 of 6

www.srill.com

BANC ONE MORTGAGE CORPORATION

This instrument was prepared by: **RANDI A. COHEN**
Mortgagee, State of Illinois
My Commission Expires: **3/16/93**

Notary Public
My Commission Expires: **3/16/93**

Given under my hand and of my own free and voluntary act, for the uses and purposes herein set forth,
signed and delivered the said instrument as **1/12/93**, this day in person, and acknowledged that **I, he / she / it**
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **I, he / she / it**
personally known to me to be the same person(s) whose name(s)

is affixed to the instrument, and to have executed the same.

STATE OF ILLINOIS,County ss: **McHenry**Borrower
(Seal)Borrower
(Seal)Borrower
(Seal)Borrower
(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.

943221003

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

Second Home Rider

V.A. Rider

balloon Rider

Biweekly Payment Rider

Graduated Payment Rider

Planned Unit Development Rider

Biweekly Payment Rider

balloon Rider

Other(s) [Specify]

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LOAN #908151

1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this **31st** day of **March**, **1994**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

HOME FINANCIAL BANCROUP, INC.

(the "Lender")

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

2712 N. HOYNE, CHICAGO, ILLINOIS 60647

[Property Address]

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

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the 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, air 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, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first 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 leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, 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.

MULTISTATE 1-4 FAMILY RIDER -Fannie Mae/Freddie Mac Uniform Instrument

Form 3170 9/90

VMP -57 (9109)

Page 1 of 2

VMP MORTGAGE FORMS - (313) 293-8100 - (800) 821-7201

Initials: *KAP G.P.*

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Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

MONZALIA PEREZ

ANSELMO PEREZ

OMARINA Perez

Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this L-4 Family
remedies permitted by the Security Instrument.

which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the
Lender's rights or remedies under this agreement in the event of a breach under any note or agreement in
L. CROSS-DEFALKT PROVISION. Borrower's default or breach under any note or agreement in this instrument
the Property shall terminate when all the sums secured by the security instrument are paid in full.

shall not cure or waive any default or invalidity of remedy or receiver, may do so at any time when a default occurs. Any application of Rents of
agencies or a judiciable appointment received, may do so at any time when a default occurs. Any application of Rents of
or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's
Lender, or Lender's agents or a judiciable appointed receiver, shall not be required to enter upon, take control
not and will not perform any act that would prevent Lender from exercising his rights under this paragraph.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has
Borrower to Lender accrued by the Security Instrument pursuant to Uniform Covenant 7.

Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of
It the Rents of the Property are not sufficient to cover the costs of taking control of and managing the
inadequacy of the Property as necessary.

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

paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an
paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be
agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to
agreements to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's
Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's
Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenue ("Rents") of the
H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.

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BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this **31st** day of **March**, **1984**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to **HOME FINANCIAL BANCROUP, INC.**
6240 W. BELMONT AVENUE
CHICAGO, IL 60634 (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2219 N. HOYNE, CHICAGO, ILLINOIS 60647

[Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of **April 1st**, **20 24**, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250.00 processing fee and the costs associated with updating the title insurance policy, if any.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.


ANSELMO PEREZ

(Seal)
-Borrower


GONZALA PEREZ

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower
(Sign Original Only)

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