

PREPARED BY:
FELICIA WILLIAMS
OWNER - GROVE, IL 60515

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

RECORD AND RETURN TO:

FIRST AMERICAN MORTGAGE
1001 OGDEN AVENUE
DOWNERS GROVE, ILLINOIS 60515

26 APR 21 PM 1:51

94359623

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MORTGAGE

940006468

THIS MORTGAGE ("Security Instrument") is given on **APRIL 20, 1994**
MARYLINDA ALEJANDRO, UNMARRIED WOMAN

The mortgagor is

("Borrower"). This Security Instrument is given to
FIRST AMERICAN MORTGAGE

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose
address is **1001 OGDEN AVENUE
DOWNERS GROVE, ILLINOIS 60515**
**ONE HUNDRED THIRTY FIVE THOUSAND
AND 00/100**

Dollars (U.S. \$ **135,000.00**).
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 **MAY 1, 2024**.
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following

described property located in **COOK County, Illinois**:
**THE NORTH 32 1/2 FEET OF LOT 86 IN SHERIDAN DRIVE SUBDIVISION, BEING A
SUBDIVISION OF THE NORTH 3/4 OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF
SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL
MERIDIAN, WITH THAT PART OF THE WEST 1/2 OF THE NORTH WEST 1/4 WHICH
LIES NORTH OF THE SOUTH 800 FEET AND EAST OF GREEN BAY ROAD, IN COOK
COUNTY, ILLINOIS.**

which has the address of **4652 NORTH MAGNOLIA, CHICAGO**
Illinois 60640
Zip Code

Street, City

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
LAW 68111 (101)

VMP MORTGAGE FORMS • (312) 283-8100 • (800) 621-7291

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DPS 1089
Form 3014 9/90
Initials: *MMH*

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Form 3074 8/90

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower is given more of the actions set forth above within 10 days of the giving of notice.

This Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall notify the lien or his Securitry Instrument, if Lender determines that any part of the Property is subject to a lien which may attach during or earlier than the holder of the lien an agreement substantially to Lender subordinating the lien to payment of the debt or instrument of the lien; or (c) secures from the holder of the lien in a manner acceptable to the Lender's opinion operate to prevent the Lender to enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the Lender to by, or defrauds plaintiff enforcement of the lien in a manner acceptable to Lender; (b) certifies in good faith the Lender writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (a) agrees in

if Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. These obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may result priority over this Security Instrument, and subsequent payments or records, if any, Borrower shall pay

d. **Charges:** Lenses, Borrower shall pay all taxes, assessments, charges, times and impositions applicable to the Property third, to interest 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 Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the amounts received by this Security Instrument.

Funds held by Lender, if, under paragraph 21, Lender shall require or sell the Property, Lender, prior to the acquisition or sale upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any twelve monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than time is not sufficient to pay the Escrow items when due, Lender may so do if Borrower is willing, and, in such case Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any shall pay to Lender the amount necessary to pay the Escrow items, Lender shall make up the deficiency, Borrower shall make up the deficiency in no more than twelve months, at Lender's sole discretion.

Without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, that Lender shall be paid on the Funds, Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall do not be required to pay Borrower any interest or earnings on the Funds, used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or a charge, However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service verifying the Escrow items, Lender may not charge Borrower for holding and applying the Funds, usually analyzing the escrow account, or Escrow items, Lender may not charge Borrower for holding and applying the Funds to pay the Funds to pay the Escrow items, including Lender is such a institution whose deposits are insured by a federal agency, insurability, or entity Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount 1974 is amended to a, "the ESCROW ACT, 12 U.S.C., Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds related mortgage loan, may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federal the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items," if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may affect this Security Instrument as a lien on the Property; (b) yearly leasehold payments Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes 2. **Funds for Taxes and Insurance:** Subject to application and Late Charges, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. **Payment of Principal and Interest:** Prepayment and Late Charges, Borrower shall promptly pay when due the UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform covenants for rational use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

BORROWER COVENANTS that Borrower is lawfully seized of the entire hereby conveys and has the right to mortgagor grants and will defend generally the title to the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants

instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions and late charges due under the Note, and

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
Initials: M24

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Form 3014 8/90
DPS 1002

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

to be severable.

given effect - which in the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared void unless with up^d cause law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be disregarded in what the Property is located. In the event that any provision of clause of this Security Instrument or the Note is declared void by law, such provision shall be given to Borrower or Lender when given as provided in this paragraph.

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

17. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by mailing it or by mailing

prepayment charge under the Note.

Borrower, if a refund reduces principal, the reduction will be treated as a partial prepayment without any payment to Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct to the permitted limit; and (b) any sums already collected from Borrower which exceed paid prior to maturity to loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge and that law is finally interpreted so that the interest of other loans charges collected to a law which sets maximum loan charges,

18. Loan Charge. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges,

make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

Borrower's interest in the Property under the terms of this Security Instrument: (a) is co-signing this Security Instrument only to mortgagee, grant and convey this instrument but does not execute the Note; (b) is not personally obligated to pay the sums

paragraph 17. Borrower's documents and agreements shall be joint and several. Any Borrower who co-signs this Security

Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this

Instrument shall be binding on all persons holding the same by contract, estoppel or otherwise.

11. Borrower Not Released; Foreclosure Divergence in Writing, any application of proceeds to principal shall not extend or

surpass the due date of the monthly payments 1 and 2 or change the amount of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or

securer of this Security Instrument, whether or not then due.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration of repair of the Property or to the sums

awarded or settle a claim, damages, Borrower fails to respond to Lender within 30 days after the date the notice is given.

If the Property is abandoned by Borrower, or if, after notice to Borrower that the condominium offers to make an

award of the sum secured by Lender to restore or repair the same are then due.

be applied to the same, secured by this Security Instrument whether or not the same are then due.

unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall

lacking, unless Property immediately before the taking is less than the amount of the sums secured immediately before the fair

market value of the Property in which the Property is located before the taking, in the event of a partial taking of the Property in which the fair

before the taking. Any balance shall be paid to Borrower, in the fair market value of the Property immediately before the taking.

amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property 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

this Security Instrument before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

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, unless Borrower and Lender otherwise agree in writing, the fair

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

shall be paid to Lender.

condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby assigned and

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

Borrower notice at the time of or prior to an inspection specifically reasonable cause for the impaction.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

the premiums required to maintain coverage insurance in effect, or to provide a loss reserve, until the requirement for mortgageage

that Lender requires, provided by an insurer approved by Lender becomes available and is obtained. Borrower shall pay

premiums may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

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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 assure that the lien of this Security instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of 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.

DPS 1093
Form 301A 9/90

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Form 301A 3/80

DPS 1094

GRILL 19212102 Page 0 of 6

This instrument was prepared by:

My Commission Expires 6-20-94
Notary Public

Given under my hand and official seal, this 20th day of April, 1994.
Signed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes herein set forth.
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she
personally known to me to be the same person(s) whose name(s)

the MARILYN ALEXANDRO, UNMARRIED WOMAN
1. I, MARILYN ALEXANDRO, MURRAY,
County of COOK, State of Illinois,
Property of Cook County Clerk's Office
Date: 4/20/94
Seal: 1094

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

MARYLINDA ALEXANDRO
Marylinda Alejandro
-Borrower
(Seal)

-Borrower
(Seal)

Witnesses:
In any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and

- | | | | | | |
|--|---|---|---|---|-------------------------------------|
| <input checked="" type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Standard Payment Rider | <input type="checkbox"/> balloon Rider | <input type="checkbox"/> V.A. Rider |
| <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> Other(s) [Specify] | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

24. Rider 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 this Security Instrument as if the rider(s) were a part of this Security Instrument.
The covenants and agreements of this Security Instrument as if each such rider shall be incorporated into and shall amend and supplement this Security Instrument. If any covenants or agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement this Security Instrument.

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1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 20TH day of APRIL , 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 FIRST AMERICAN MORTGAGE (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

4652 NORTH MAGNOLIA, CHICAGO, ILLINOIS 60640
(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.

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

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DPS 1083

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

MARYLINDA ALBERTANPO

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this 1-A Family Rider.

SecuritY instrument.

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

formulate when all the sums secured by the SecuritY instrument are paid in full.
waive any default or invalidity any other right or remedy of Lender. This assignment of Rents shall not cure or
judicatory appointed receiver, may do so at any time when a default occurs. However, Lender, or Lender's agents or a
maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a
Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or
will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and
secured by the Society funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender
collecting the Rents, the Property are not sufficient to cover the costs of taking control of and managing the Property and of
without any showing as to the inadequacy of the Property as security.

apprehended to take possession of and manage the Property and collect the Rents and profits derived from the Property
receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver
Property, and then to the sums secured by the SecuritY instrument; (v) Lender, Lender's agents or any judicially appointed receiver
on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the
and managing the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums
provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of
Rents due and unpaid to Lender's or Lender's agents upon Lender's written demand to the Tenant; (vi) unless applicable law
to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each Tenant of the Property shall pay all
for the benefit of Lender only, to be applied to the sums secured by the SecuritY instrument; (ii) Lender shall be entitled
If Lender gives notice of breach to Borrower, (i) all Rents received by Borrower shall be held by Borrower as trustee