94383644

COOK COUNTY, ILLINOIS 16 Contantones

57 W. W. St. bh. 5: 51

94383511

------ [Space Above This Line For Recording Data]------

### MORTGAGE

021402027

APRIL 22, 1994 THIS MORTGAGE ("Security Instrument") is given on mortgagor is AGAFITA FLORES, DIVORCED AND NOT SINCE REMARRIED AND ORLANDO ARES, P BACHELOR

. The

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

ST. PAUL FEDERAL BANK FOR SAVINGS

which is organized and existing under the laws of address and whose address THE UNITED STATES OF AMERICA

6700 W. NORTH AVE, CHICAGO, L'LLINOIS 60635

("Lender"). Borrower owes Lender the principal sum of SEVENTY TWO THOUSAND AND 00/100

72,000.00 Dollars (U.S. # ). This debt is avidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with . This Socurity Instrument secures the full debt, if not paid earlier, due and payable on MAY 2. 2024 to Lander: (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 (e) the performance of porrower's covenants and agreements under this Security instrument and the Note. For this purpose, Borrower does hereby murtgage, grant and convey to Lunder the following described property located in County, lillino's: COOK

LOTS 33 AND 34 IN BLOCK 4 IN THE CENTRAL AVENUE SUBDIVISION OF THAT PART OF THE BAST 1/2 OF THE NORTHHAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, LYING SOUTH OF GRAND AVENUT IN SECTION 32, TOWSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN. #13-32-223-025-0000

Which has the address of

2120 MANGO

ifitenti

CHICAGO

lllingis

Curcons#3

60639

(Zip Code)

("Proporty Address");

ILLINOIS-Single Family-Famile Mae/Freddle Mee UNIFORM INSTRUMENT 2398 SEP 91

Point 3014,9/90 (page 1 of 6 pages)

BOX 333-CTI

17070LT1/MORTPG1

TOGETHER WITH all the improvements now or hereafter exected on the property, and all ensements, appartenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is innencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants with finited 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 Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written walver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Pands") for: (a) yearly taxes and assessments which may attain priority over the 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) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow hems." Lender may, at any time, collect and hold Funds in an amount not mexceed the maximum amount a lender for a federally related mortgage from may require for Borrower's escrow account under the federal Roal Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 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.

The Funds shall be held in ar institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such ar institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a 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 interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

Upon payment in full of all sums secured by this Security Instrument, Lender spart fromptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit 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 amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Form 3014 ness grape 2 of 6 pages!

5. Hazard or Property Insurance. Horrower shall keep the improvements now existing or hereafter orected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including thoods 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 Horrower subject to Lender's approval which shall not be unreasonably withheld. If flurrower 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 to acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lamber requires, florrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, florrower 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 fessened, 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 testore 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 Leader and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the mount of the 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, Mulntenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Horrower's principal residence within sixty days after the execution of this Security Instrument and coall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless herder otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond florrower'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 proceedings, whether civil or crimi al, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the firm created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided by paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, presudes forfeiture of the Dorrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Horrower 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 Prope of an a principal residence. If this Security tastrument is on a leasehold, Borrower shall comply with all the provisions of the base. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the magur in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perfure the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affec 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 tien 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 secreed 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 fleu

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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 premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property inmediately before the taking, divided by (b) the fair market value of the Property inmediately before the taking is less than the amount of the sums secured immediately before the taking, unless flurrower and Center 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 aban for cd by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

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

12. Successors and Assigns Bound; Joint and Saveral Liability: Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Leider 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; or by 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 pare to extend, modify, furbear or make any accommodations with regard to the terms of this Security Instrument or the Note vithout that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount or essary 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 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. 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 Horrower 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. Borrower's Right to Refinatate. 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 autorneys' 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 to changed. 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?
- 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 three without prior notice to Horrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects more apparents 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, Horrower 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. Horrower shall at cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower hall 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 notined 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 of oxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and rad or clive 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 infilowing 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 sams 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 sams 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. Walver of Homestead. Horrower walves all right of homestead exemption in the Property.

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### 021402027

## **UNOFFICIAL COPY**

24. Riders to this Security this Security Instrument, the covena supplement the covenants and agreen [Check applicable box(es)]		der shall be incorporated into	and shall amend and
Adjustable Rate Rider	Condominium Rider	☐ 1-4 Family Rider	
Graduated Payment Rider	Planned Unit Development Ride		r
Balloon Rider	Rate Improvement Rider	Second Home Rider	
X Other(s) [specify] LOAN	RIDER		
BY SIGNING BELOW, Borro and in any rider(s) executed by Borro	wer accepts and agrees to the terms ower and recorded with it.	and covenants contained in thi	s Security Instrument
	(IJMP NI)	House	(Scal) -Borrower
	agapita Ploi	RNO /2	Antower
70	Islando	Char	(Seal)
DO PA			-Borrower
9	ORLANDO ARES	3	
	0,5		(Seal) -Borrower
		aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa	(Seal) -Borrower
			-tontowel
ISpa	ace Below This Line For Acknowle	/gment)	Produces 6481 v (400 v b c 658 444 b
STATE OF ILLINOIS,	-	2	
unders	signed		
a Notary Public in and for said count	y and state, certify that		
AGAPITA FLORES, DIVORCE ARES, A BACHELOR	D AND NOT SINCE REMARK!	ED AND ORLANDO	
personally known to me to be the sar subscribed to the foregoing instrument signed and delivered the instrument a	nt, appeared before me this day in per s	rson, and acknowledged that, ry act, for the uses and purpose	es the ein set forth.
Given under my hand and office	ial seal, this	» apul	1991
My commission expites:		Dere Soul	)
	omuniamaniaaisaa (C	Notary Public	······································
		\ "OFFIC	IAL SEAL"
Preparedly	March Feelmal	S Alabaru Dublie	e Smith  ; State of Illinois
TIMEN MO	Top W Abell a	My Commission	Expires 4/14/96
2395 SEP 91	March Feelpral 700 W North Co Recogn To Epoc	form 3014 9	9/90(page 6 of 6 pages)

94283644

Property of Cook County Clerk's Office

### LOAN RIDER

LOAN NO. 021402027 DATE APRIL 22, 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 "Lender") to secure a mortgage indebtedness; said Security Instrument encumbers real property commonly described as:

2120 MANGO

CHICAGO

IL 60639

(PROPERTY ADDRESS)

- 1.) Borrower and Lender agree that notwithstanding 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 Federa National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender'r rights under the Security Instrument, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER

\* C1 D7 #1 #1 OD# #

Borrower

ORLANDO ARES

Borrower

Borrower

Borrower

34383644

### 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER IS MAD	10 this <u>22ND</u> day of <u>Al</u>	KIT TA	<u>74</u> and 18				
incorporated into and shall be deemed	to amond and supplement the	Mortgage, I	Doed of Trust of				
Security Deed (the "Security Instrument) of the same date given by the undersigned (the "Borrower							
to secure Borrower's Note to	AUL PROBRAL BANK FOR DAVI	NOB	parameter, married pel Mallerrajerajak kadama apainradak dalapat				
(the "Lender") of the same date and co located at:	vering the Property described in	n the Security	Instrument and				
2120 MANGO	CHICAGO	IL 6	0639				
<u> </u>	(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 exhatsoever 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, electicity, gas, water, air, and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, both tubs, water heaters, water closets, sinks, ranges stoves, refrigerators, dir newshers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, correins and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be dremed 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. Bo, rower shall not sack, 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 foderal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property viction Lender's prior written nermission.
- 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 defende
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in walking, 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 offset.
- G. ASSIGNMENT OF LEASES. Upon Londer's request, Borrower shall assign to Londer at 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 Lander all the rants and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Londer 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 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.

MULTISTATE 1-4 FAMILY RIDER-Family Madified the UNIFORM INSTRUMENT

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If Lender gives notice of breach to Borrower (I) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (II) Lender 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 Lender's agents upon Lender's written demand to the tenant; (IV) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs 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 costs, 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 inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds expended by Lender for such purposes shall become indebtedness of Borrowar to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and wirrants 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 this paragraph.

Lender, or Lender's agents or a judic ally appointed receiver, shall not be required to enter upon, take control of or maintain the Property before 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 come or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents or the Property 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 termis and provisions contained in this 1-4 Family Rider.

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THIS ADJUSTABLE RATE MORTGAGE RIDER in made this day of and in incorporated into and shell be deemed to emend 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 Berrower's Adjustable Rate Note (the "Note") to

#### ST. PAUL FEDERAL BANK FOR SAVINGS

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

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:

6.500 % The Note provides for an initial interest rate of . 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 adjustable interest rate I will pay may change on the first day of The adjustable interest rate I will pay may change on the first day of MAY 1999 and on that day every 12th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

(B) THE INDEX

Beginning with the first Crange Date, my adjustable interest rate will be based on an index. The "index" is the monthly average yield on United Sintas Treasury securities adjusted to a constant maturity of one year, as made available by the Board of Governors of the Federal Reserve System. The most recent Index figure available as of the date 45 days before each Change Date is called the "Livrant Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable Information. The Note Holder will give me rotic) of this choice.

(C) CALCULATION OF CHANGES

Before each Change Date, the Note Holds will calculate my new interest rate by adding

TWO AND THREE-QUARTERS percentage points ( 2,750 % ) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0,125%). Subject to the limits stated in Section 4(D) below, this rounded a nount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount 🕢 tre monthly payment that would be sufficient to repay the unpaid principal I am expected to owe at the Change Late in 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 RATE CHANGES

The interest rate that I am required to pay at the first Caries Date will not be greater than . Thereafter, my adjustable interest rate will never be increased or decreased on any single or less than Change Date by more than two percentage points (2.000%) from the read of interest I have been paying for the preceding 12 months. So long as I have not exercised my Conversion Option under Section 5 of this Note my interest rate will never which is called the "Maximum Adjustical Rate." be greater than

(E) EFFECTIVE DATE OF CHANGES

My new interest rate will become effective on each Change Date, I will pay 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 changes again.

(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 monthly 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 a may have regarding the notice.

#### 5. **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. 4

I do not have a Conversion Option. (A)

x 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 5(B) will not permit (B-1) 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(B-2) below.

The conversion can take place at any time after one year from the due date of my first payment. The "Conversion" 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 satisfy 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 satisfy 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; (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 circumstance: If at loan origination, the principal amount of the loan is greater than 80% of the stated value of the appraisal report obtained in connection with my loan and private mortgage insurance from a company acceptable to the Note Holder is not in force in connection with the loan, then a new appraisal of the property securing the loan may be required. I cannot exercise the Conversion Option unless I pay an amount which is enough to reduce the amount I will be expected to owe on the Conversion Date to an amount equal to 80% of the new appraisal's stated value of the property.

CONVERTIBLE ADJUSTABLE RATE RIDER-SINGLE FAMILY **1YR T-BILL INDEX** 

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### (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 18 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-eightirs of one percentage point (0.378%) to one and one-eighth percentage points (1.128%), rounded to the nearest one eighth of one percentage point (0.125%), depending on the amount of the unpeid principal balance i am expected to owe on the Conversion Data pursuent to the following schedule:

> 0.375% for unpaid balances of up to \$314,100.00 for unpaid balances from \$314,101.00 to 0.875% 0.000,000,00 for unpaid balances from \$450,001.00 and Righer 1.125%

If this required not yield connect be determined become the applicable commitments are not evaliable, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 6(6-2) will not be which is called the "Fixed Maximum Rate." granter than 12.125%

(B-3) NEW PAYMENT 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 own on the Conversion Date in full on the Maturity Date at my new tixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment i ntil the Maturity Data.

### UNIFORM SECURED NOTE

In addition to the protections given to the Note Holder under this Note, a Mortgage. Deed of Trust or Security Deed (the "Security Instrument"), do ed the same date as this Note protects the Note Holder from possible lesses 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 mike immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

(A) Until I exercise my Conversion Option under the conditions stated in Section 6 of this Adjustable Rate Note,

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

TRANSFER OF THE PROPERTY OR / BEI EFICIAL INTEREST IN BORROWER. If all or any part of the Property or any interest in it is sold or transferred (or if a haroficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Londer's prior written conserve, 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 federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by the Lender to evaluate the intended transferoe as if a new loan were being made to the transferee; and (b) Lender easonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument

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

Borrower in writing.

If lander exercises the option to require immediate payment in 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 malled within which Borrower must pay all sums secured by this Security Instrument. If Porrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by tills accurity instrument without further notice or demand on Borrower.

(B) If I exercise my Conversion Option under the conditions stated in Section 6 of this Adjustable Rate Note. Uniform Covenant 17 of the Security Instrument described in Section 12(A) above shall then cease to be in effect, 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 or ray part of the Property or any interest in it is sold or transferred for 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, p.yment in full of all sums secured by this Security instrument. However, this option shall not be exercised by Lunder if axircise 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 run ide 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.

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

agapita Flores	(Seal) Borrower	ORLANDO ARES	(Seal) Borrower
	(Seal) Sorrower	***************************************	(Seal) Borrower

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