DEPT-01 RECORDING
190014 TRAN 6424 06/30/95 03117100
12587 + AP #-92-427895 COOK COUNTY RECORDER

95427895 DEST-SI RECORDING TIOCLA TRANSACIO DE TRANSACIONE DE LO SER LA TRANSACIONA DE LA CONTRACTOR COOK COUNTY RECORDER with the name of the Atom The Line For Hacordes Data) with the common termination of the co ACTORNEYS' TITLE GUARANI MORIGAGE **Box 260** June 22, 1995 THIS MOR' GAGE (Security Instrument) is given on June 22, 1995

The mortgager is ANURCS FERNANDEZ AND MARIA FERNANDEZ, HUSBAND & WIFE AND HECTOR FERNANDEZ, AN UNICERRIED MAN PIONEER BANK & TRUST COMPANY _______('Borrower') This Security Instrument is given to under the laws of STATE OF ILLINOIS under the laws of STATE OF ILLIANOIS

2525 NORTH KEDZIE AVENUE, THICAGO, IL 60647.

Borrower owes Lender the principal sum of SEVENTY THOUSAND THREE HUNDRED AND NO/LOO Dollars (US \$70,300.00 renews s, 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 in trument, and (c) the performance of Boucker's covenants and agreements under this. Security Institument LOT 8 IN BLOCK I IN TURNER HULBERT AND MORGAN'S SUBDIVISION OF BLOCK 4 (EXCEPT THE MOPTH 33 FEET THEREOF) AND THE NORTH 5 CHAINS OF BLOCKS 5 AND 6 IN LURTON'S SUBDIVISION OF THAT PART LYING NORTH OF ARCHER ROAD OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. ILLINOIS. which has the address of 2341 WEST 39TH PLACE CHICAGO [Zip Code] Street 6C632 FORM 3014 9/90 Mynorca, Inc. FormGen Page 1 of 5 Loan #: 295076 **DSM750IL MTG 3014 1**

TOGETHER WITH at the immovement not or legation exact on the property, and all busements apportenances and futures now or bereatter all part of the property. All replacements and ladditions shall also be covered by this. Security instrument. As of the foregoing is inferred to in this Security Instrument as the "Property".

BOFROWER 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 unencumbered, 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 covenants for national use and incolouridors covenants with timited 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 warrer by Lender. Borrower shall pay to Lander on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property. (b) yearly leasehold payments or ground rents, on the Froperty, if any (c) yearly hazard or property insurance premiums. (d) yearly flood insurance premiums if any and (f) any sums payable by Borrower to Lender in accordance with the provisions of paragraph B in lieu of this payment, of mortgage insurance premiums. These items are called "Escrow items," 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 requise for Borrower's escrow account unities the federal Real Estate. Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. is 2601 et seq. ("RESPA"), unless acontent as that appairs to the Funds sets a resser 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 experior distinct of future fishers or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency is strumentally or entity (including Lender in Lender is such an institution) or in eng. Eederal 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 ventying 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 ioan, 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 bowever, that interest shall be paid on the Funds, 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 piedged as additional security for all sums, secured by this Security instrument.

If the Funds held by tender exceed the amounts permitted to fin 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 Iwelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument. Leader shall promptly refund to Borrower any Funds held by 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 acquistion or sale as a credit against the sums secured by this Security Instrument

- 3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwice, all payments received by Lender under paragraphs 1 and 2 shall be applied first to any prepayment charges due under the Noie, 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 florrover 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 unlets 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. Tegal 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 agreemen' satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part or 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.

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 fleods or flooding, for which Lender requires insurance. This insurance hall 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.

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All insurance policies and innewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to troid the policies and renewals if Lender requires. Bottower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Bottower shall give prompt notice to the insurance carrier and Lender Lender may make proof of loss if not made promptly by Bottower.

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 abandor's the Property or does not answer within 30 cavs a notice from Lender that the insurance carrier has offered to settle a claim, then Lei der may collect the insurance proceeds. Lender may use the proceeds to repair or resture the Property or to pay sums secured by it is Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unies; Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postporie 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; Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the LEASEHO CS. execution of this Society Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of locustancy 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 on commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether coult or criminal is begun that in Limiter's good faith judgement could result in forfeiture of the Property or otherwise materially known the sen create 1 by this Security 1 bit iment or Lender's security interest. Borrower may cure, such a diffault and reinstate, as provided in paragraph till by causing the action or proceeding to be dismissed with a ruling that in Lender's good lath determination predudes torletture of the Burrower's interes in the Property or other material impairment of the ken created by this Security Instrument or Liender'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 for 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 anal comply with all the provisions of the lease if Porrower acquires fee title to the Property the leasehold and the fee title shall no merge unless Lender agrees to the merger in writing
- A PROTECTION OF LENGTH'S INCERTS IN THE PROPERTY. If Borrower fails to perform the coverants and agreements contained in this Security instrument or there is a legal proceeding that may significantly affect Lender's lights in the Property (such as a proceeding in Lankruptcy probate for concernation or forfeiture or to enforce laws or regulations), then Lender may do at dipay for whatever is necessary to protect the value or the Property and Lender's rights in the Property. Lender's actions may include paying any sums, secured by a kien which has politify over this Security Instrument, a spearing in court paying reasonable attorneys' fees and entering or the Property to make repairs. Although Lender may take action under this paragraph 7. Lender does not have to do so.

Any amounts dispursed by Lender under this paragraph 7 shall orderine additional debt of Borrower secured by this Security Instrument unless Borrower and Lender agree to other terms of payment their alamounts shall be a interest from the date of disbursement at the Note rate and shall be payable with interest upon notice from Linder to Borrower requesting payment.

- a NORTCAGE 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 gay the plemiums 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 let it substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one tweffth of the yearly mortgage insurance prantim being paid by Edirower when the insurance coverage lapsed or ceased to be in effect. Lender will accept use and retain these payments as a loss referve in lieu of mortgage insurance. Loss reserve payments, may no one in the 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 vinities agreement between Borrower and Lender or appearable law.
- 9. INSPECTION Lender or its agent may make reasonable entries upon and inspections of the Property Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection
- 10 CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential in connection with any condemnation or other taking of any part of the Property or for conveyance in lieu of condemnation, are hereby assigned and ishall be paid to Lender.

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

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

if the Property is acan could be iteroxy or fall include by tender to bestoner the bonderson offers to make an award or settle a claim for demaces. Concern take a respond to trader within 30 days and the date the notice is given. Lender is authorized to collect and apply the proceeds of its option, either to restoration or repair of the Property or to the sums secured by this Security inscription or in the first trader or not then due.

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

- 11. BORROWER NCT RELEASED; FORBEARANCE BY LENDER NOT A WAVER. Extension of the time for payment or modification of threating of the sums secured by this Security Instrument, granted by Lender to any successor, in interest of Borrower shall not operate to release the kilbility 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 amortivation 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 warver of or preclude the exercise of any right or remedy.
- 12. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO SIGNERS. The covenants and agreements of this Security Instrument shall be provided to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note. (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Properhunder the terms of this Security Instrument. (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accomposations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. LOAN CHARGES. If the loan secured by this Security instrument is subject to a law which sets maximum ioan charges, and that liew is finally despreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, usen. (a) any such loan charge, shall be reduced by the amount necessary to reduce the charge to the permitted limit and (b) any such solved collected from Borrower, which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this lefuld by reducing the principal owed under the Note or by making a direct payment to Borrower. If a sidual reduce, principal, the reducing the 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 making 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 vines given as provided in this paragraph.
- 15. COVERNING 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 processors of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16, BORROWER'S COPY. Borrower shall be given one conformed copy of the Note and of this Security Instrument
- 17. TRANSFER OF THE PROPERTY OR A BENEFICE INTEREST IN BORGNOWER. It 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 a 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 con islans, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days (b) 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 judge ment enforcing this Security Instrument. Those conditions are that Borrower. (a) pays under all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred. (b) cures any outself 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. Cender's lights 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 partigraph 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 mainterance 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 remediat actions in accordance with Environmental Law

21 ACCELERATION; REMEDIES. Lender shall give notion to Borrower prior to acceleration following Borrower's breach of any cover nant 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 idefault must be cured; and (d) that ballure 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 Propixty. 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, Londor 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, Lendor shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' and costs of title existence, all of which shall be additional sums served by this Security Instrument

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22. RELEASE. Upon payment of all sum	s secured by this Security Instrument. Lender sha	If release this Security Instrument withou			
charge to Borrowr. Bishower shall pay any re-	ecordation sosts				
23. WAIVERS OF MOMESTEAD. Borro	wer waives all right of homestead exemption in th	e Property			
24. RIDERS TO THIS BECURITY INSTRUMENT. If one or more index are executed by Borrower and recorded together with this					
Security instrument the crare lants and agreen	ments of each such nder shall be incorporated in	to and shall amend and supplement th			
coverants and agreements or ica Security Inst	trument as if the rider(s) were a part of this Secui	ity Instrument			
[Check applicable box(es)]					
△] Adjustable Fate Rid a	Condominium Rider	(J. 1.4 Family Rider			
☐ Graduated Fayment Rider	 C) Flänned Unit Development Rider 	Biweekly Payment Rider			
☐ Balloon Rider	Rate Improvement Rider	C) Second Home Rider			
⟨□ V.A. Rider	XX Other(s) [specify] Default Rider to N	fortgage			
BY SIGNING BELOW Borrower accepts	arid aglees to the lerms and covenants contained				
nder(s) executed by Borrovier and recorded wi	th a The horrower has received a true co	by of this Mortgage without charge.			
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ANDRES FERNANDEZ	HECTOR FERNANDEZ				
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COUNTY OF	COOE)	'S _
.Andres	Fernandez	And Maria Fermarried Man	a Notary Public in and for said county and state, do hereby certify that mandez, Husband & Wife And Actor
personally kno in person, and	rwn ic me to be th Lac nowledged th	ne same person(s) whose rat and	arne(s) subscribed to the foregoing instrument appeared bolore me this day signed and delivered the said instrument as their (his her theu)
free and volun	tary act, for the us	ses and purposes therein s	et lach

My Commission Expires

This instrument was prepared by and should be mailed to Pioneer Bank, Attn: MILDRED VELEZ,

2525 N. Kedzie, Chicago, IL 60647

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OFFICIAL SEAL NORBERT M ULASZEK NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES, 10/01/98 95 17 250

Pioneer Bank

Phones: Bank & Trust Company * 2525 North Kedzie Avenue * Chicago, Illinois 60947 * (31):)772-0010

RIDER TO MORTGAGE

If the mortgage and mortgage note are not paid when die by maturity acceleration or otherwise, the interest rate indicated herein shall increase by 3% per annum, provided however, that the interest rate shall in no event be increased beyond the maximum rate of interest allowed by law.

Andrea Fernandez

Maria Fernandez

Helor Fernander