95852910

DEPT-01 RECORDING \$35.50 7\$0010 TRAN 3478 12/07/95 15:27:00 \$3126 † CJ *-95-852910

COOK COUNTY RECORDER

THIS MORTGAGE THIS MORTGAGE ("Security Instrument") is given on Nortgage is SERCIO SAUCEDO, A MARRIED MAN PIONEER BANK & TRUST ("OMPANY sunder the leaves of STATE OF ILLINOTS	
THIS MORTGAC' ("Security instrument") is given on the mortgagor is SERC' SAUCEDO, A MARRIED MAN PIONEER BANK & TRUST (COMPANY	
PIONEER BANK & TRUST (COMPANY)	
of an experimental productive and the second	
PIONEER BANK & TRUST COMPANY under the laws of STATE OF ILLINOTS	Annaure This Saurette beatment to show to
PIONEER BANK & TRUST COMPANY under the laws of STATE OF ILLINOIS	
under the laws of SIAIR OF ILLE NOIS	v/high is organized and existing
2525 NORTH KEDZIE AVENUK, CHICAGO, IL 60647	, and whose address is
Borrower owes Lander the principal sum of	NO/100
This debt is evidenced by Borrower's note dated the same fitte as this Security Instrument with the full visct, if not paid earlier, due and payable on December 1 This Security instrument secures to Lender: (s) the repayment of the december.	t ("Note"), which provides for monthly payments 2025
renewals, extensions and modifications of the Note:(b) the payment of it other sums, with the security of this Security instrument; and (c) the performance of Borowar's covenants and the Note. For this purpose, Borowar does hereby mortgage, grant unit convey to be	interest, advanced under paragraph 7 to protect and agreements under this Security instrument Lender the following described properly located
Tax Id: 19-01-313-008	Double, tellors.
LOT 39 IN BLOCK 2 IN BROWN'S SUBDIVISION OF RLOC STEWART'S SUBDIVISION OF THE SOUTHWEST 1/4 OF ST NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERI ILLINOIS.	CTION 1, TOWNSHIP 38

SOUTH SACRAMENTO AVENUE [Street] 60632

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Page 1 of 5 Loan #: 295302

FORM 3014 9/90 Mynorca, Inc. FormGen

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TOGETHER WITH at he improvements now or herestic area of on the orthograph, and all essements, appurtenences, and focuses now or herester a part of the property. All replacements and additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully select of the setate hereby conveyed and has the right to mortgage, great 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 non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Sorrower and Lender governant and agree as follows:

- 1. PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHANGES. Borrower shell promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and leas charges due under the Note.
- 2. FIREDS FOR TAXES AND SERIFMANCE. Subject to applicable law or to a written waiver 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 ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a finn on the Property; (b) yearly leasehold payments or ground rante on the Property, if any; (c) yearly 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 6, in fleu of the property 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 madumum amount a tender for a federally related mortgage loan may require for Borrower's secrow account under the factorial Real Estate. Settlement Procedures Act of 1874 as amended from time to time, 12 U.S.C. a 2801 et seq. ("RESPA"), unless and that applies to the Funds sets a leaser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the leaser amount, Lander may estimate the amount of Funds due on the basis of current data and reasonable astimates of applicables for future Escrow items or otherwise in accordance with applicable law.

The Funds shall be held in at it stitution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, it Lender is such an institution) or any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding and an paying the Funds; sensusly 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 are agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or earning on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrowar, 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.

It the Funds held by Lender exceed the amounts permitted to be 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 Rems when due, Lender may so notify Lendere 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 Lander's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender that promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, into 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 accuract by this Security instrument.

- 3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, at naments 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. CHANGES; LEMS. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security instrument, and lessehold 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 any off-city to the person owed payments. 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) igness in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith this 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) accurate from the holder of the lien an agreement activation 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.

5. HAZARD OR PROPERTY RESURANCE. Someway shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hezards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lander requires insurance shall be maintained in the amounts and for the periods that Lander requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Sorrower fails to maintain coverage described above, Lender may, at Lander'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 renewals shall be acceptable to Lander 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 demaged, if the restoration or repair is economically finable 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 active 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 thus. 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 dus date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraphs 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from demage to the Property prior to the acquirellion shall pass to Lender to the extent of the sums accured by this Security instrument immediately prior to the

ecculation.

- EXISTINGENCY. PRESERVATION, allower shell occupy, astablish, and use the Property as Borrower's principal residence within skey days after the execution of this % outly instrument and shell combine to occupy the Property as Borrower's principal residence for at least one year effort the date of occurrency, unless Lander otherwise agrees in writing, which consent shall not be unreasonably withheld or unless estending circumstances adet which are beyond Borrower's central. Borrower shall not destroy, damage or impair the Property, allow the Property to destrict the property to destrict the property of destrict the property of the Property or otherwise materially impair the lien created by this Security in Lander's security interest. Borrower may ours such a default and reinstate, as provided in paragraph 18, by causing the exact or proceeding to be dismissed with a ruling that, in Lander's good faith determination, procludes forfalture of the Borrower's interest in the Property or other material impairment of the Sen created by this Security instrument or Lander'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 Lander (or fract to provide Lander 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 teasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires see title to the Property, the leasehold and the fee title shall nut marge unless Lander agrees to the marger in writing.
- 7. PROTECTION OF LIBROR'S FREETS 80 THAS PARMENTY. If Borrower falls to perform the coverants and agraements contained in this Security instrument, or there is a legal proceeding that may significantly effect Lender's rights in the Property (such as a proceeding in benkruptcy, probate, for commination or forfeiture or to enforce laws or regulations), than 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 flor which her privily over this Security instrument, appearing in court, paying reasonable alternacys' test and enforting 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 be one additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, while amounts shall beer interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lander to Borrower requisiting payment.

- a security instrument. Borrower shall pay the premiums required to maintain the mortgage coverage in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or cesses 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 Lander each month a sum equal to one credit of the yearly mortgage insurance previously in effect, and in alternate coverage lapsed or cessed to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no lony or by 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 and Lander or applicable law.
- 8. SUSPECTION. 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 specified reasonable cause for the inspection.
- 19. CONSTRUCTION. The proceeds of any award or claim for demayes, 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 Lander.

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, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the smount 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 betance 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.

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If the Property is abendoned by Coroner or if use notice by Candle to Boffow it that the condemnor offers to make an award or settle a claim for demages, Boffo wit late to respond to Under office. It days after 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, whother or not then due.

United 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 such payments.

11. BORROWER NOT RELEASED; FORSEANANCE BY LENGER NOT A WANTER. Extension of the time for payment or modification of amortization of the sums secured by this Security instrument granted by Lender to any successor in interest of Sorrower shall not aparate 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 reluse to extend time for payment or otherwise modify amortization of the sums secured by this Security instrument by resson of any demand made by the original Borrower or Borrower's successors in interest. Any terbearance by Lander in exercising any right or remedy shall not be a weiver of or practude the exercise of any right or remedy.

12. SUCCESSIONS AND ABBIENS BOUND; JOHT AND SEVERAL LIABILITY; CO-SIGNETS. The covenants and agreements of this Security Instrument shall bind and barreit: the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrows's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not sesonds the Note: (a) is co-signing this Security instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security instrument; (b) is not personally obligated to pay the sums secured by this Security instrument; and (c) se that Lander and any other Borrower may agree to added, modify, forbear or make any accompidations with regard to the terms

of this Security instrument or the Hote without that Borrower's consent.

13. LOAN CHINGES. If the loan secured by this Security instrument is subject to a law which sets medimum loan charges, and that two 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. (In) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted and; and (b) any cross eleady collected from Sorrower which accessed permitted limits will be refunded to Borrower. Lender may aboves to make this triand by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund redices principal, the rection will be treated as a partial propayment without any propayment charge under the Note.

14. HETTICES. Any rate to Borrower provided for in this Security instrument shall be given by delivering it or by mailing it by first class mail unless applicable is a variety use of another method. The notice shall be directed to the Property Address or any other address florrower designates by no see on Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lander designs are by notice to Somower. Any notice provided for in this Security instrument shall be deemed to

have been given to Borrower or Leisser when given as provided in this paragraph.

15. GONERALES LANCE SEVERAGE IT. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the every that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provision of this Security Instrument or the Note which can be given effect without the confilting provision. To this end the provisions of this Scriptly Instrument and the Note are declared to be severable.

14. BURROUSEYS COPY. Borrower shall be of an one conformed copy of the Note and of this Security Instrument.

17. WESTERS OF THE PROPERTY OR A SESSEE OF PARESES IN SCHOOLER. If all or any part of the Property or any Interest in it is said or transferred (or if a baneficial interest in the ower is said or transferred and Borrower is not a natural purson) without Landar's prior written consent. Landar may, at its option, require imprists payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if everal a in prohibited by federal law as of the date of this Socurity Instrument.

If Lander exercises this option, Lander shall give Borrower notice of acceleration. The notice shall provide a period of not less than 36 days from the date the notice is delivered or mailed within which bur ower must pay all sums secured by this Security Instrument. If wer talks to pay these sums prior to the expiration of this period, Law's may invoke any remedies parmitted by this Security instru-

start without further notice or demand on Sorrower.

18. DONNOTER'S RESERT TO RESERVATE. It Borrower meets certain could/sons, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days for such other period as applicable law may specify for reinstallement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgement antorolog this Security Instrument. Those conditions are that Borrower: (a) pays confer all sums which then would be due under this Security instrument and the Note as if no acceleration had occurred; (b) curse any of ull of any other covenants or agreements; (d) pays all expenses incurred in enforcing this Security instrument, including, but not limited to, resonable attorneys' fees; and (d) takes such action as Lunder may reasonably require to assure that the lien of this Security Instrument, Lander'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 accounted, had occurred. However, this right to reinstate shell not apply in the case of acceleration under paragraph 17.

The Note of NOTE: CHANGE OF LOAD SERVICES. The Note or a partial interest in the Note (togethal with this Security Instrumand may be said one or more times without prior notice to Borrower. A sale may result in a change in the withy (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 unrehited to a sale of the Note. If there is a change of the Loan Servicer, Borrowar will be given an ten notice of the change in accordance with paragraph 14 shove and applicable law. The notice will state the name and address of the new Loan Services and the address to which payments should be made. The nodes will also contain any other information required by applicable less.

29. 1992/PICCUS SUBSTRUCTS. Borrower shall not osued or permit the presence, use, disposel, storage, or release of st

28. 161224120018 SUBSTANCES. Borrower shall not osues or permit the presence, use, disposel, storage, or release of any Hustandous Substances on or in the Property. Borrower shall not do, nor allow anyone size to do, enything effecting 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 Hezerdous Substances that are generally recognized to be appropriate to normal residential uses and to

intenence of the Property.

Borrower shall promptly give Lander written notice of any investigation, claim, demand, laweuit or other action by any governmental or regulatory againsy or private party involving the Property and any Hazardeus 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 Hezerdous Substance effecting the Property is necessary, Borrower shell promptly take all necessary remedial assore in accordance with Environmental Law.

21. ACCELERATION, NEMEDIES. Lander shall give notice to Sommer prior to acceleration following Sommer's breach of any constant or agreement in this Security instrument (but not prior to acceleration under paragraph 17 unless applicable law provides observice). The notice shall openly: (c) the detail; (d) the action required to ourse the detail; (d) is date, not less than 30 days from the date the notice is given to Service, by which the details must be cared; and (d) that failure to care the details on or before the date appelled in the notice may result in acceleration of the sums secured by this Security instrument, foreclosure by judicial proceeding and cale of the Property. The notice shall farther inform Sommer of the right to release after acceleration and the right to spend in the favorance preceding the non-address of a detail or any other delease of Sommer to acceleration and foreclosure. If the default is not send on or before the date specified in the notice, lander at its option may require bornoclate payment in tail of all cause secured by this Security Instrument without further denand and may foreclose this Security instrument by judicial proceeding. Lander shall be entitled to obtain all department without further denand and may foreclose this Security instrument by furticially but not finited to, reasonable attorneys' tree and cause of the entition, all of which shall be additional name occurred by this Security instrument.

22. RELEASE. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower, Corrower shall pay any recordation posts.

38. VANVETS OF MINESTEAD. Borrower waives all right of homestead gramption in the Property.

Southly Instrument, the premarks and agreements of each such rider(s) were a part of this Security Instrument.

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Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 30th day of	November	1995
and is incorporated into and shall be deamed to amend and supplement the	Mortgage, Deed of Trust or Sec	curity Deed (the
"Security Instrument") of the same data given by the undersigned (the PIONEER BANK & TRUST COMPANY	ie "Boitower") to secure Borro	wer's Note to (the "Lender")
of the same date and covering the Property described in the Security Instrument	I and focuted at:	
4423 SOUTH SACRAMENTO AVENUE, CHICAGO, IL	LINOIS 60632	•

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further government and agree as follows:
- A ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property description, and shall also constitute the Property description, and standard not implement to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, description, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, beth tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, weshers, divers, evinings, storm windows, storm doors, screens, blinds, shades, cultains 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 decired to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property disorbed in 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 Lander has agreed in writing to the change. Borrower shall comply with all terms, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by reversi law, Borrower shall not allow any lien inferior to the Security instrument to be perfected against the Property without Lender's ratio written permission.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance spainst 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 Contract 18 is deleted.
- F. SORROWER'S OCCUPANCY. Unless Lander and Borrower otherwise ar m. in writing, the first sentence in Uniform Convenent 8 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 8 shall remain in effect.
- G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender of wases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender of left have the right to mostly, ordered or terminate the existing leases and to execute new leases, in Lender's said discretion. As used in this paragraph G, the word "lease" shall menn "subleace" if the Security instrument is on a leasehold.
- H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER RI (*OSSESSION. Borrower absolutely and unconditionally assigns and travelers to Lender all the rents and revenues (*Rents*) of the Property, regardless of to whom the Property are psychia. Borrower authorizes Lender or Lender's agents to explicit the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Burrower shall receive the Rents until (ii) Lender has given Borrower notice of default pursuant to paragraph 21 or 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 Rants constitutes an absolute assignment for additional security only.

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benefit of Lender only, to be applied to the sums accuracy by the decority instrument, (i) 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 unpeid to Lender or Lender's agent upon Lender's written demend to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agent upon Lender's written demend to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the coats of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance coats, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents accuratly 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 Rants 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 expanded by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Renta 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 judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or client giving notice of default to Sorrower. However, Lender or Lender's agents or a judicially appointed reusiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all sums secured by the Security Instrument are paid in full.

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

BY SIGNING BELOW, Borrower ecospts with agrees to the terms and provisions contained in this 1-4 Family Rider,

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mi Company * 2525 North Kedzie Avenue * Chicago, filinois 80847 * (312)772-0010

RIDER TO MORTGAGE

If the mortgage and mortgage note are not paid when due 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. Coot Colling Control

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