UNOFFICIAL CO

95905399

DEPT-01 RECORDING

T40011 TRAN 9696 12/29/95 14122100 47178 ₹ RV #-95-905399

COOK COUNTY RECORDER

[Space Above This Line For Recording Data] -

MORTGAGE

THIS MORTO-14" ("Security Instrument") is given on	December 22, 1995
THIS MORTGAGE ("Security Instrument") is given on The mortgagor is JCAF MIGUEL CASIMIRO AND MARIA DEL CAR	MEN CASIMIRO, HUSBAND & WIFE
PIONEER BANK & TRUST COMPANY under the laws of STATE OF ILLINOIS	("Borrower"). This Security Instrument is given to
PIONEER BANK & IRUS COMPANI	,which is organized and existing
under the laws of STATE OF TED INCIS	and whose address is
2525 NORTH KEDZIE AVENUE, CHICAGO, IL 606 Borrower owes Lender the principal sum of ONE HUNDRED NI	4/('Lenr').
Borrower owes Lender the principal sum of	NEIT THOUSAND AND NOTIOU
This debt is evidenced by Borrower's note dated the sene date as this Security with the full debt, if not paid earlier, due and payable onJanuar	Instrument ("Note"), which provides for monthly payments, $v=1$, 2026
renewals, extensions and modifications of the Note;(b) the payment of all other sa	
the security of this Security Instrument; and (c) the performance of Borlower's co	
and the Note. For this purpose, Borrower does hereby mortgage, gieza, and co	
in COOK	
Tax Id: 13-13-132-013	Marine a descript contains

MANOR LOT 1 IN BLOCK 58 IN RAVENSWOOD, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDAN, IN COOK COUNTY, ILLINOIS.

95905399

which has the address of 4458 NORTH CALIFORNIA AVENUE CHICAGO [Zip Code] [Street] 60625

FORM 3014 9/90 Mynorca, Inc. FormGen

DSM750IL MTG.3014.1

Page 1 of 5

Loan #: 295330

TOGETHER WITH all the improvements now or forester elected on the property, and all easements, appurtenances, 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 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. 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 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 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 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 require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. a 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 an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an 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 Bonower, 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 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 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 in 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 shall promptly 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 on sums secured by this Security Instrument.

- 3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all psymonts 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 Porrower 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) grees 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.

5. HAZARD OR PROPERTY INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender. Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the

acquisition.

- 8. 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 LEASEHOLDS. 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 our pancy, unless. Lender otherwise agrees in writing, which consent shall not be unreasonably withheld or unless extenuating circumstericus exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun "lat in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forleiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or fried 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 snell comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall nut merge unless Lender agrees to the merger in writing.
- 7. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a local proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 site", become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from tender to Borrower requesting payment.

- a. MORTGAGE INSURANCE. If Lender required mortgage insurance as a common of making the loan secured by this Security Instrument. Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender, if substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve 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 lieu 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 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 abanconed by acrower or it alter rolled by Ancer to Borrower that the conference offers to make an award or settle a claim for damages. Borrower talls to respond to Linder within 30 days after the calls the rollice 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 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; FORSEARANCE BY LENDER NOT A WAVER. 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 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 SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to 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 agree to extend, modify, forbear or make any accompositions 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 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, thus: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any summalready collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this rururd 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 is a cruires 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.

16. BORROWER'S COPY. Borrower shall be o're one conformed copy of the Note and of this Security Instrument.

17. TRANSFER OF THE PROPERTY OR A BENEFICIAL MITEREST 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 Burrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option. Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Corrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period. London may invoke any remedies permitted by this Security Instru-

ment without further notice or demand on Borrower.

18. BOTFOWER'S RIGHT TO REINSTATE. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (c) 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 judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Londer all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any occurred any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanges. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration. Nad 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 (toyanna 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 mithy (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be under the 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 in ten notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. HAZARDOUS SUBSTANCES. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to

maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remediat actions in accordance with Environmental Law.

As used in this paragraph 20. Hizarope-Substances is any this substances de ned as toxic or hazardous substances by Environmental Law and the renowing substances: gaspline, herosene, other flammable, or loxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or · environmental protection.

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

- 21. ACCELERATION; REMEDIES. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless: applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured 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 Borrows. Borrower shall pay any recordation costs.
 - 23. WAMERS OF HOMESTEAD. Borrower waives all right of homestead exemption in the Property.
- 24. RIDERS TO THIS SECURITY INSTRUMENT. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the

Adjustable Rate Alciar Graduated Payment (Ger Balloon Rider Alciar Rate Improvement Rider R	(Check applicable box(es))	this Security Ins	trument as if the rider(s) were a po	art of this Security instrume	ni.
Graduated Payment liber Planned Unit Development Rider Shweetly Payment Rider Rate Improvement Rider Second Home Rid		to Glid w	Condominium Rider	√ 1	1-4 Family Rider
Belloon Rider VA. Rider NA. Rider BY SIGNING BELOW. Borrower accepts and gross to the terms and coverants contained in this Security instrument and in any rider(s) executed by Borrower and recorded with 8. The borrower has received a true copy of this Mortgage without charge. Seel) JOSE MIGUEL CASIMIRO Borrower Seel) Geel) Geel) MARIA DEL CARMEN CASIMIRO Borrower (Seel) Borrower (Seel) Borrower (Seel) Borrower (Seel) Borrower (Seel) Borrower STATE OF ILLINOIS STATE OF ILLINOIS State of Miguel Casimiro And Maria Del Carmen Casimiro, Husband & Mife personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before the signed and delivered by a said patrument as Chicar (he shetchey) free and voluntary act, for the uses and purposes therein set forth. Given under my hase and official seal this 22nd day of Democratic State of Minois Stary Fubic. State Stary					
By Signing Below. Borrower accepts and gross to the terms and coverants contained in this Security instrument and in any rider(s) executed by Borrower and recorded with 1. The borrower has received a true copy of this Mortgage without charge.		yillerit sidei	·		
BY SIGNING BELOW. Berrower accepts and groses to the terms and coverants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. The borrower has received a true copy of this Mortgage without charge. Seal	= ''	O_X			Occount House Hade
inder(s) executed by Borrower and recorded with it. The borrower has received a true copy of this Mortgage without charge. Seal Seal Seal Seal Seal Seal		Somower accepts	and arrows to the terms and cover	ut rucer to mortgage pants contained in this Se	curity instrument and in any
JOSE MIGUEU CASIMIRO Borrower [Seal] MARIA DEL CARMEN CASIMIRO Borrower [Seal] Borrower Borrower Borrower [Seal] Borrower Borrower Borrower STATE OF ILLINOIS In the understand Jose Miguel Casimiro And Maria Del Carmen Casimiro, Husband & Mife Dersonally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appears before me this day they in person, and acknowledged that and they signed and delivered install instrument as they in person, and acknowledged that and they signed and delivered install instrument as they instrument and personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appears before me this day they in person, and acknowledged that and they signed and delivered install instrument as they instrument as they was personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appears before me this day they in person, and acknowledged that and they signed and delivered install instrument as they instrument as they are and voluntary act, for the uses and purposes therein set forth. Given under the uses and purposes therein set forth. Given under the uses and purposes therein set forth. Given under the uses and purposes therein set forth. Miguel I. Remon					
MARIA DEL CARMEN CASIMIRO Borrower (Seal) Borrower STATE OF ILLINOIS SS: COUNTY OF COOK In this understanted And Maria Del Carmen Casimiro, Husband, & Mife personally known to me to be the same person(s) whose name(s) subscribed to the loregoing instrument, appears, before me this day in person, and acknowledged that and they signed and delivered he said instrument as their they signed and delivered he said instrument as their they signed and delivered he said instrument as their they signed and delivered he said instrument as their they signed and delivered he said instrument as their they signed and delivered he said instrument as their they signed and delivered he said instrument as their they signed and delivered he said instrument as their they signed and delivered he said instrument as the same person and acknowledged that and they signed and delivered he said instrument as their they signed and delivered he said instrument as their they signed and delivered he said instrument as their they signed and official seal, this 22nd day of Dember 1995. My Approved Death State of Rinois Notary Public Notary Public State of Rinois Notary Public Public State of Rinois Notary Public Notary Pub	noer(s) executed by bonome	alla locolaca ili	the northwer than recen	to a true copy of the	titorifale attitam eint fri
MARIA DEL CARMEN CASIMIRO Borrower (Seal) Borrower STATE OF ILLINOIS SS: COUNTY OF COOK In this understanted And Maria Del Carmen Casimiro, Husband, & Mife personally known to me to be the same person(s) whose name(s) subscribed to the loregoing instrument, appears, before me this day in person, and acknowledged that and they signed and delivered he said instrument as their they signed and delivered he said instrument as their they signed and delivered he said instrument as their they signed and delivered he said instrument as their they signed and delivered he said instrument as their they signed and delivered he said instrument as their they signed and delivered he said instrument as their they signed and delivered he said instrument as their they signed and delivered he said instrument as the same person and acknowledged that and they signed and delivered he said instrument as their they signed and delivered he said instrument as their they signed and delivered he said instrument as their they signed and official seal, this 22nd day of Dember 1995. My Approved Death State of Rinois Notary Public Notary Public State of Rinois Notary Public Public State of Rinois Notary Public Notary Pub	5 22/ 11/ A	· · · · · · · · · · · · · · · · · · ·	04.		4.5
MARIA DEL CARMEN CASIMIRO Borrower (Seal) Borrower STATE OF ILLINOIS SS: COUNTY OF COOK In this understanted And Maria Del Carmen Casimiro, Husband, & Mife personally known to me to be the same person(s) whose name(s) subscribed to the loregoing instrument, appears, before me this day in person, and acknowledged that and they signed and delivered he said instrument as their they signed and delivered he said instrument as their they signed and delivered he said instrument as their they signed and delivered he said instrument as their they signed and delivered he said instrument as their they signed and delivered he said instrument as their they signed and delivered he said instrument as their they signed and delivered he said instrument as their they signed and delivered he said instrument as the same person and acknowledged that and they signed and delivered he said instrument as their they signed and delivered he said instrument as their they signed and delivered he said instrument as their they signed and official seal, this 22nd day of Dember 1995. My Approved Death State of Rinois Notary Public Notary Public State of Rinois Notary Public Public State of Rinois Notary Public Notary Pub	MOSE MICHEL CASIMIDA	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		***************************************	· · · · · · · · · · · · · · · · · · ·
MARIA DEL CARMEN CASIMIRO Borrower (Seal) Borrower STATE OF ILLINOIS State OF ILLINOIS And Maria Del Carmen Casimixo, Husband, & Mife Dersonally known to me to be the same person(s) whose name(s) subscribed to the loregoing instrument, appears, before me this day they in person, and acknowledged that and they signed and delivered to seal infurment as their (he.she.they) free and voluntary act, for the uses and purposes therein set forth. Given under the seal and official seal, this 22nd day of Desmoer (his,her,their) Miguel I. Remon Miguel I	TOSE MIGGED CASIMIRO	<i>,</i> , , ,	-Bo(rower		-Borrower
MARIA DEL CARMEN CASIMIRO Borrower (Seal) Borrower STATE OF ILLINOIS State OF ILLINOIS And Maria Del Carmen Casimixo, Husband, & Mife Dersonally known to me to be the same person(s) whose name(s) subscribed to the loregoing instrument, appears, before me this day they in person, and acknowledged that and they signed and delivered to seal infurment as their (he.she.they) free and voluntary act, for the uses and purposes therein set forth. Given under the seal and official seal, this 22nd day of Desmoer (his,her,their) Miguel I. Remon Miguel I	busaria del luci	uc liderit di		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	(Seal)
Borrower (Seal) Borrower (Seal) Borrower Borrower STATE OF ILLINOIS I the understand And Maria Del Carmen Casimiro, Husband & Mire Dersonally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that and they signed and delivered to said instrument as their (his,her,their) free and voluntary act, for the uses and purposes therein set forth. Given under the way and official seal, this 22nd day of paymber 1995. Miguel I. Remon (SEAL) Notary Public (SEAL) Notary Public State of Illinois and should be mailed to Pioneer Bank, Attn: MILDRED VELEZ,	MARIA DEL CARMEN C	ISIMIRO			-Borrower
Borrower (Seal) Borrower (Seal) Borrower Borrower STATE OF ILLINOIS I the understand And Maria Del Carmen Casimiro, Husband & Mire Dersonally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that and they signed and delivered to said instrument as their (his,her,their) free and voluntary act, for the uses and purposes therein set forth. Given under the way and official seal, this 22nd day of paymber 1995. Miguel I. Remon (SEAL) Notary Public (SEAL) Notary Public State of Illinois and should be mailed to Pioneer Bank, Attn: MILDRED VELEZ,			(Cont)		(See)
Seal Seal Seal	***************************************			***************************************	
Borrower (Space Below This Line For Acknowledgement) STATE OF ILLINOIS) ss: COUNTY OF COOK) the understand Lose Miguel Casimiro And Maria Del Carmen Casimiro, Husband & Mife personally known to me to be the same person(s) whose name(s) subscribed to the loregoing instrument, appeared before me this day in person, and acknowledged that and they signed and delivered be said instrument as their (he she they) free and voluntary act, for the uses and purposes therein set forth. Given under the best and official seal, this 22nd day of Desmber 1995. My Continued Described Miguel I. Remon (SEAL) Notary Public (SEAL) Notary Public (SEAL) And should be mailed to Pioneer Bank, Attn: MILDRED VELEZ,			-Bolldwei		
STATE OF ILLINOIS) ss: COUNTY OF COOK) the undersigned			(Seai)		
STATE OF ILLINOIS) ss: COUNTY OF COOK) I the understand Jose Miguel Casimiro And Maria Del Carmen Casimiro, Husband & Mife personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appears, before me this day in person, and acknowledged that and they signed and delivered to said instrument as their (he,she.they) free and voluntary act, for the uses and purposes therein set forth. Given under, by hand and official seal, this 22Trd day of person to the foregoing instrument as their (his,her,their) Miguel I. Remon (SEAL) Notary Public State of Illinois (SEAL) Notary Public State of Illinois and Expires 11/21/98 and should be mailed to Pioneer Bank, Attn: MILDRED VELEZ,			_ •		-Borrower
COUNTY OF COOK) ss: I the undersigned. Jose Miguel Casimiro And Maria Del Carmen Casimiro, Husband & Wife. personally known to me to be the same person(s) whose name(s) subscribed to the loregoing instrument, appears before me this day in person, and acknowledged that and they signed and delivered has aid instrument as their (he, she, they) free and voluntary act, for the uses and purposes therein set forth. Given under probability and official seal, this 22Trd day of Dember 1995. My Copyrigate Deliver (SEAL) Notary Public Notary Public Notary Public and should be mailed to Pioneer Bank, Attn: MILDRED VELEZ,			(Space Below This Line For Ackno	wieagen ans	
I the undersigned a Notary Public in and for said county and state, do hereby certify that Jose Miguel Casimiro And Maria Del Carmen Casimiro, Husband & Wife personally known to me to be the same person(s) whose name(s) subscribed to the loregoing instrument, appeared before me this day in person, and acknowledged that and they signed and delivered hereald instrument as their (he she they) Tree and voluntary act, for the uses and purposes therein set forth. Given under the same person of this seal, this 22nd day of Democrity Public State of Illinois Notary Public State of Illinois Notary Public State of Illinois and Expires 11/22/98 and should be mailed to Pioneer Bank, Attn: MILDRED VELEZ,	STATE OF ILLINOIS)			
Jose Miguel Casimiro And Maria Del Carmen Casimiro, Husband & Wife personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appears, before me this day in person, and acknowledged that and they signed and delivered to said instrument as their (he.she.they) free and voluntary act, for the uses and purposes therein set forth. Given under, my hand and official seal, this 22md day of personal property of the said instrument as the same person(s) whose name(s) subscribed to the foregoing instrument, appears, before me this day in person, and acknowledged that and they signed and delivered to said instrument as their (his, her, their) Wiguel I. Remon (SEAL) Notary Public State of Illinois Notary Public (SEAL) Notary Public State of Illinois and should be mailed to Pioneer Bank, Attn: MILDRED VELEZ,	- 000%)	SS:	4	
personally known to me to be the same person(s) whose name(s) subscribed to the loregoing instrument, appears before me this day in person, and acknowledged that and they signed and delivered to said instrument as their (he she, they) free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 22nd day of personal line of the line of the line of the uses and purposes therein set forth. Miguel I. Remon (SEAL) Miguel I. Remon (SEAL) Notary Public. State of Illinois (SEAL) Miguel I. State of Illinois (SEAL) Miguel I. Remon (SEAL) Miguel I. Re	COUNTY OF COUR)		0,1	
personally known to me to be the same person(s) whose name(s) subscribed to the loregoing instrument, appears before me this day in person, and acknowledged that and they signed and delivered to said instrument as their (he she, they) free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 22nd day of personal line of the line of the line of the uses and purposes therein set forth. Miguel I. Remon (SEAL) Miguel I. Remon (SEAL) Notary Public. State of Illinois (SEAL) Miguel I. State of Illinois (SEAL) Miguel I. Remon (SEAL) Miguel I. Re			A NAME OF THE PARTY OF	and for sold pounts	ومراه وكالمسم ويطمعها والمراجعة
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appear 3, before me this day in person, and acknowledged that and they signed and delivered to said instrument as their (he.she.they) free and voluntary act, for the uses and purposes therein set forth. Given under processed and official seal, this 22nd day of pamber 19.55 Miguel I. Remon (SEAL) Miguel I. Remon (SEAL) Notary Public State of Illinois (SEAL) Mary Fibric State of Illinois (SEAL) Miguel I. Remon (SEAL) Mary Fibric State of Illinois (SEAL) Miguel I. Remon (SEAL) Mary Fibric State of Illinois (SEAL)	The undersigned	ive had Mari	n Del Carmen Canimiro	and for said county and	state, do neredy certify that
personally known to me to be the same person(s) whose name(s) subscribed to the loregoing instrument, appeared before me this day in person, and acknowledged that and they signed and delivered in said instrument as their (his, her, their) (he, she, they) (his, her, their) (he, she, they) (his, her, their) (he, she, they) (his, her, their) (SEAL) Miguel I. Remon (SEAL)	nose wraner restu	real wind make			
in person, and acknowledged that and they signed and delivered the said instrument as they (he,she,they) (his,her,their) free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 22md day of moment as 19.95. Mix compress the property of Experies 11/22/98 (SEAL) Notary Public. State of Illinois Notary Public (SEAL) And should be mailed to Pioneer Bank, Attn: MILDRED VELEZ,	.,	***************************************	>,a.,	************************************	
in person, and acknowledged that and they signed and delivered the said instrument as they (he,she,they) (his,her,their) free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 22md day of moment as 19.95. Mix compress the property of Experies 11/22/98 (SEAL) Notary Public. State of Illinois Notary Public (SEAL) And should be mailed to Pioneer Bank, Attn: MILDRED VELEZ,	Appropriate the American American American		(a) where named subscribed to	the location paterment a	nnaar halara ma this day
(he,she,they) free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 22md day of purposes. My Constitution (SEAL) Miguel I. Remon (SEAL) Miguel I. Remon (SEAL) Notary Public. State of Illinois (SEAL) Morning on Expires 11/22/98 (SEAL) Misting and Expires 11/22/98 (SEAL) and should be mailed to Pioneer Bank, Attn: MILDRED VELEZ,	personally known to me to be	the same person	nev signed and deliver	and sold in transact as	their
Given under my hand and official seal this 22md day of Dember 1995 My Compression State of Illinois Notary Public (SEAL) Miguel I. Remon (SEAL) Notary Public State of Illinois Notary Public (SEAL) Miguel I. Remon (S	in person, and acknowledged	that and(h	e she,they)	<u> </u>	(his,her,their)
Given under my hand and official seal, this 22nd day of pamber 1995 My Compress the Division of Miguel I. Remon (SEAL) Miguel I. Remon (SEAL) Notary Public State of Illinois (SEAL) Notary Public State of Illinois (SEAL) Compress on Expires 11/2/98 (SEAL) And should be mailed to Pioneer Bank, Attn: MILDRED VELEZ,	free and voluntary act, for the	uses and purpos	es therein set forth.	(∂≧\	• • •
Miguel I. Remon Miguel I. Remon Miguel I. Remon Notary Public. State of Illinois Motary Public Notary Public	•			_ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	0
hotary Public. State of Illinois > Notary Public for Property Public State of Illinois > Notary Public for Property Public State of Illinois > Notary Public for Property Public State of Illinois > Notary Public and Should be mailed to Pioneer Bank, Attn: MILDRED VELEZ,	Given ungeriggerige	and omciai sea	ii. the22nd. day or	Desember	895
hotary Public. State of Illinois > Notary Public for Property Public State of Illinois > Notary Public for Property Public State of Illinois > Notary Public for Property Public State of Illinois > Notary Public and Should be mailed to Pioneer Bank, Attn: MILDRED VELEZ,		81 1 Miller	Allenia	4	
hotary Public. State of Illinois > Notary Public for Property Public State of Illinois > Notary Public for Property Public State of Illinois > Notary Public for Property Public State of Illinois > Notary Public and Should be mailed to Pioneer Bank, Attn: MILDRED VELEZ,	School I Remon	300 /00	(SEAL)		
and should be mailed to Pioneer Bank, Attn: MILDRED VELEZ,	Miguet i. Remon of Illinois	3	Notary Public	()	
and should be mailed to Pioneer Bank, Attn: MILDRED VELEZ,	otary Parille, State of 11/22/9	3%	•	1,5	
	his Distriment wearprepared				
	TASES CONTRACTOR OF THE PARTY O				DRED VELEZ,

2525 N. Kedzie, Chicago, IL 60647

DSM750IL MTG.3014.5

Page 5 of 5

Mynorca, Inc. FormGen

UNOF,F.J.C.M.L.L.C.C.PY

Assignment of Rents

	THIS	1-4 FAM	LY RIDER	is made	this	22n	d	day of	**********	*************	Decen	ber.	************	, 19	95
and	is in	corporated	i into and	i shall be	deemed	to ame	end an	d suppleme	ent the	Mortgage,	Deed o	f Trust	or Security	Deed	(the
P	ION	eer bi	NK "°	TRUST	COMP	ANY.	**********				****************		Borrower's		
4	458	NORT	I CALI	FORNI	A AVE	NUE.	, CH	ICAGO	ILI	LINOIS	6062	5	***********		

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security instrument, Borrower and Lender further governant and agree as follows:
- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or mended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distribution heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and curtained floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property occupied in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rice and the Security Instrument as the "Property."
- B. USE OF PROPERTY; COMPLIANCE Will HI LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law. Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's procession.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Cove (27) 18 is deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Convenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.
- G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. So used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment for additional security only.

App No: 295330 Loan No: 295330 It Lender gives notice of triach to Bortowe (i) literats 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 agent 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 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 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 judicially 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 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 POVISION. 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 accepts and ag ees to the terms and provisions contained in this 1-4 Family Rider.

3 Mayint Misinio	(Seal)
JOSE MICCEL CASIMIRO	-Borrower
Succes all Curan Casino	(Seel)
MARIA DEL CARMEN CASIMIRO	-Воггоуче
<i>y</i>	(Seal)
	-Borrower
· O//	(Seal)
	•Borrower
90	

App No: 295330 Loan No: 295330 Pioneer Bank

UNOFFICIAL COPY

Plonser Benk & Trust Company * 2525 North Kedzie Avenue * Chicago, Illinois 60847 * (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.

Jose Miguel Casimiro

Maria Del Carmen Casimiro

DS1930 FORMOUT.DEFAULT.RIDER.295-30

9505399

UNOFFICIAL COPY

Property of Cook County Clark's Office