Equity Credit Line

Mortgage

	instrument") is given on RANGE & PEDED RANGE, iR., IK	JUNE 2		The mortgagor
- PATELINA LUBIVES SCREEN PATRICIO	DESCRIPTION DON'T A STATE OF	(2020, 2, 21/, \$		("Borrower").
This Security Instrument is given to	The First National	Bank of Chicago		
which is a National Bank or	ganized and existing under	the laws of the Unit	ed States	of America
whose address is One First No	ational Plaza Chic	<u>490 , Illinois 60670 </u>	("Lender").	Borrower owes
Lender the meximum principal sun	n ofTWELVE THOUS	AND AND NO/100		
Dollars (U.S.\$ 12.000.00 by Lander pursuant to that certal ("Agreement"), whichever is less. This delpt is evidenced by the Agreement provide the Borrower with a fir Agreement provides that loans in Agreement). The Draw Period mayears from the date hereof. All fill instrument secural to Lender: (a) interest, and other charges as prothe payment of all other sums, withe security of this Security Instru	in Equity Credit Line Agree The Agreement is hereby in reement which Agreement ayable five years from the is ral payment notice at least 9 may be extended by Lender uture loans will have the sa the repayment of the debt o wided for in the Agreement, ith interest, advanced under	ment of even date her acorporated in this Secuprovides for monthly in usue Date (as defined in the Date (as defined in the Date during the Drawin its sole discretion, but the lien priority as the evidenced by the Agree, and all renewals, exterparagraph 6 of this Se	ewith execu- irity instrum- terest payment has payment must be Period (a- original loa- ment, included instons and re- ocurity instru-	ted by Borrower ent by reference. ents, with the full ent). The Lender at be made. The s defined in the ent later than 20 n. This Security ding all principal, modifications; (b) iment to protect
this Security Instrument and the foregoing not to exceed twice the mortgage, grant and convey to Lillinois:	Agreement and all renewa maximum principal sum stat	Is, extensions and moted above. For this purched property loggest in 749999	difications the pose, Borro 1 COOK TRAN 823	nereof, all of the wer does herebyCounty, \$27, \$ 06/19/95 11:43:00 + 95-39379

Permanent Tax No: 24-24-411-005, , , which has the address of 2543 W 117TH ST CHICAGO- IL 60655 ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the pioperty, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, claims or demands with respect to insurance, any and all awards made for the taking by eminent domain, water rights and clock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be occurred by this Security instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully selsect of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for incumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. There is a prior mortgage from Borrower to PRINCIPAL NUTUAL LIFE.

INSURANCE COMPANY dated 11/06/92 and recorded as document number 92-954484

COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Agreement.

2. Application of Payments. All payments received by Lender shall be applied first to interest, then to other charges, and then to principal.

3. Charges; Lions. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property, and leasehold payments or ground rents, if any. Upon Lender's request, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. The Borrower shall make these payments directly, and upon Lender's request, promptly furnish to Lender receipts evidencing the payments.

Borrower shall pay, or cause to be paid, when due and payable all taxes, assessments, water charges, sewer charges, license tees and other charges against or in connection with the Property and shall, upon request, promptly furnish to Lender displicate receipts. Borrower may, in good faith and with due diligence, contest the validity or amount of any such taxes or assessments, provided that (a) Borrower shall notify Lender in writing of the intention of Borrower to contest the same before any tax or assessment has been increased by any interest, penalties or costs. (b) Borrower shall first make all contested payments, under profest if Borrower desires, unless such contest shall suspend the collection thereof, (c) neither the Property nor any part thereof or interest therein are

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at any time in any danger of being sold, forfelted, lost or interfered with, and (d) Borrower shall furnish such security as may be required in the contest or as requested by Lender.

4. Hazard 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 falls 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 6.

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, Lender's security is not lessened and Borrower is not in default under this Security Instrument or the Agreement. 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 \$7.000 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.

If under paragraph 19 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 Institution immediately prior to the acquisition.

5. Preservation and Maintenance of Property; Borrower's Application; Lesseholds. Borrower shall not destroy, damage, substantially change the Property, allow the Property to deteriorate, or commit waste. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the property or otherwise materially impair the lien created by this Security Instrument or Lender's security Interest. Porrower may cure such a default and reinstante, as provided in paragraph 16, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or falled to provide Lender with any material information) in connection with the loans evidenced by the Agreement. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee disc shall not merge unless Lender agrees to the merger in writing.

6. Protection of Lender's Rights in the Property. If Borrows, rails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or 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 not which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees, and enering on the Property to make

repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph shall become additions cebt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, there amounts shall bear interest from the date of disbursement at the Agreement rate and shall be payable, with the current upon notice from Lender to Borrower requesting payment.

7. 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.

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 rhall 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, 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.

If the Property is abandoned by Borrower, or If, after notice by Lender to Borrower that the condumnor offers to make an award or settle a cialm for damages, Borrower falls to respond to Lender within 30 days after the notice is given, Lender is authorized to collect and apply the processis, at its option, either to metoration or repair

of the Property or to the sums secured by this Security Instrument, whather or not then due.

8. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of the 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. A waiver in one or more instances of any of the terms, covenants, conditions or provisions hereof, or of the Agreement, or any part thereof, shall apply to the particular instance or instances and at the particular time or times only, and no such

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Mortgage

vor shall be deemed a continuing waiver but all of the terms, covenants, conditions and other provisions of this Security instrument and of the Agreement shall survive and continue to remain in full force and effect. No waiver shall be asserted against Londer unless in writing signed by Lender.

18. Supcessors and Assigns Bound; Joint and Several Liability; Co-signers. agreements of this Security Instrument, shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15. If there is more than one party as Borrower, each of Borrower's covenents and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Agreement: (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 Londer and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Agreement without that Borrower's consent.

11. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower. It a refund reduces principal, the reductor will be treated as a partial prepayment without any prepayment charge under the

12. Notices. Any notice to Sorrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail im ess 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 Lander. Any notice to Lander shall be given by first class mail to Lendra address stated herein or any other address. Lender designates by notice to Borrower. Any notice provided to in this Security instrument shall be deemed to have been given to Borrower or

Lender when given as provided in this peragraph.

13. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of Minols. In the event that any provision of clause of this Security Instrument or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which an be given effect without the conflicting providen. To this end the provisions of this. Security instrument and the Agreement are declared to be severable.

14. Assignment by Lender. Lender may assign e', or any portion of its interest hereunder and its rights granted herein and in the Agreement to any person, trust, financial institution or corporation as Lender may determine and upon such assignment, such assignee shall thereupon surceed to all the rights, interests, and options of Lender ingrein and in the Agreement, and Lender shall thereupon nave no further obligations or liabilities thereunder.

15. Transfer of the Property or a Beneficial Interest in Corrower; Due on Sale. If all or any part of the Property or any interest in it is sold or transferred (or if a benefic all interest in Borrower is sold or transferred and Borrower (a 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 Lervier if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lander 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 maked within which Borrower must pay all sums secured by this Security instrument. If Borrower fails to pay these sum, prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument or the Agreement without further notice or

demand on Borrower.

16. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this. Security Instrument discontinued at any time prior to the entry of a judgment enforcing tries Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which into would be due under this Security instrument and the Agreement had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not timited to, reasonable attorneys' fees; (d) takes such action as Lender may reasonably require to assure that the tion of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged; and (e) not use the provision more frequently than once every five years. 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 15.

17. 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 presunce, use or storage on the Property of small quentities of Hazardous Substances that are generally

recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shell 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 shell promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 17, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 17, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

- 18. Prior Mortgage. Borrower shall not be in default of any provision of any prior mortgage.
- 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following: (a) Borrower's fraud or material misrepresentation in connection with this Security Instrument, the Agreement or the Equity Credit Line evidenced by the Agreement; (b) Borrower's failure to meet the repsyment terms of the Agreement; or (c) Borrower's actions or inactions which adversely affect the Property or any right Lender has in the Property (but not prior to acceleration under Paragraph 15 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 nonexistence of a default or any other defense of Burrower 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 untitled to collect all expenses incurred in legal proceedings pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 20. Lender in Pos(es)ion. Upon acceleration under Paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of, and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the ports of management of the Property and collection of rents, including, but not limited to, receiver's tees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Nothing herein contained shall be construed as constituting Lender a mortgagee in possession in the absence of the taking of actual possession of the Property by Lender pursuant to this Paragraph 20. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly valved and released by Borrower.
- 21. Release. Upon payment of all sums security Instrument, Lender shall release this Security Instrument.
 - 22. Waiver of Homestead. Borrower waives at right of homestead exemption in the Property.
- 23. No Offsets by Borrower. No offset or claim that Borrower now has or may have in the future against Lender shall relieve Borrower from paying any amounts due under the Agreement or this Security Instrument or from performing any other obligations contained therein.
- 24. Riders to this Security instrument. If one or more river, 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 covenants and agreements of this. Security instrument as if the rider(s) were a part of this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security instrument and in any rider(s) executed by Borrower and recorded with the Security Instrument. Borrower CRISTINA PANTOJA, RISTINA RAMOS CRISTINA - (Space Below This Line For Acknowledment) This Document Prepared By: Veronica Rhodes The First National Bank of Chicago One First National Plaza Suite 0203, Chicago, 1L 60670 STATE OF ILLINOIS, County ss: LETICIA ROGEL , a Notary Public in and for said county and state, do hereby COTTRY that CRISTINA PANTOJA NYKYA CRISTINA RANOS & PEDBO RANOS, JR., HUSBAND & MIFE personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that delivered the said instrument as_ free and voluntary act, for the uses and purposes therein set forth. 05th day of JUNE Given under my hand and official seal, this OPPLIAL SEAL LETICIA ROGEL My Commission expires: NOTARY PUBLIC STATE OF ILLINOR MY COMMISSION EXP. APR. 28,1999 **Notary Public**

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