96437704

SPACE ABOVE FOR RECORDERS USE

. DEPT-OI RECORDING

\$39,50

. T#0010 TRAN 5092 D&/07/96 16:04:00

\$1122 + CJ \*-96-437704

COOK COUNTY RECORDER

WHEN RECORF GO MAIL TO:

MSN SV-79 / DOCUMENT CONTROL DEPT. P. D. BOX 10260

VAN NUYS, CALIFORNIA 91410 0366

LOAN #: 1649015

ESCROW/CLOSING #: H23266

Prepared by: U. EDMONDS

1423266

MORTGAGE

. The mortgagor is

, and whose

THIS MORTGAGE ("Security Instrument") is given on May 24, 1996

LUIS F. ZUNIGA

AND CLAUDIA K. ALMONTE HUSBAND AND WIFE

AND PABLO MORAN URIBE

AND MANUELA MORAN MARTINEZ HUSBAND AND WIFE, ALL AS JOINT TENANTS

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

AMERICA'S WROLESALE LENDER

which is organized and existing under the laws of NEW YORK

address is

155 NORTH LAKE AVENUE, PASADENA, CA 91109

("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED TEN THOUSAND SEVEN HUNDRED and 00/100

Dollars (U.S. \$ 110,700.00 ). This debt is evidenced by Borrower's note dated in same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on June 1, 2026 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of an other sums, with

interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and a recements under this Security Instrument and the Note. For this purpose, Borrower does hereby correspond and convey to Leider the following described property located in COOK

County, Illinois:

ILLINOIS - Simple Family - Fannis Mas/Freddie Mac UNIFORM INSTRUMENT

-6HkHL) (1:402)

CFC (02/95)

VMP MORTGAGE FORMS - (800)521-7291

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Form 3014 6/6





96437704

A Comment Beeting

LDAN #: 1649016

SLOT 18 IN LEC FOX'S SUBDIVISION OF LOTS 7 AND 10 IN BLOCK 4 IN HAGAN AND ABROWN'S ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL SMERIDIAN, IN JOOK COUNTY, ILLINOIS,

PIN 13-35-324-017

which has the address of 1617 NORTH SPRINGFIELD AVENUE, CHICAGO

(Street, City)

Illinois 60647 -

("Property Address"):

TOGETHER. WITH all the improvements now or hereafter erected on the property, and all casements, 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."

BORROWIER 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 Prope ty is unencumbered, except for encumbrances of record. Horrower warrants and will defend go urally 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 prisdiction to constitute a uniform security instrument covering real property.

UNIPORIA COVENANTS, Borrower and Lender covenant run 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. Fund: 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 Now, until the Now is paid in full, a sum ("Fun-is") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as (him on the Property; (b) yearly leasehold payments or ground needs 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 Burrower to Lender, in accordance with the provisions (i) 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 maxim an amount a lender for a federally related mortgage han may require for Borrower's escrow account under the federal Real Estate Sertiement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law if at applier to the Funds sets a lesser amount. It so, Londor 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 expenditure; of future Escrow Items or otherwise in accordance with applicable law.

The Finds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity (including Londer, il Londer is such an institution) or in any Federal Home Loan Bank. Londer shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrew eccount, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However Leader 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 carnings on the Funds. Borrower and Lender rusy agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Horrower, without charge, an unnual 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 Bonzower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums recured 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

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LOAN #: 1649016

property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. It center 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 12 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 that the maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Rorrower 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 equires, 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, assurance 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 receive 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 precess to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the arount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and precess resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by the Security Instrument immediately prior to the acquisition.

6. Caupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower stall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for Alass one year after the date of occupancy, unless Leader otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumistances exist which are beyond Borrower's control. Borrower shall not destroy, damage or imposit 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 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. Borrower may cure such a default and reinstant, 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 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 maccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the foan 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 shall comply with all the provisions of the lease, if Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

not 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 legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bank-upicy, 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

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LOAN #: 1649016

maying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable intermeys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do to.

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

- 8. Mortgage lasurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the anortgage 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 eccept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be equired, at the option of Lender, if moragage 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 morgane 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 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 Burrower. 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 suins secured immediately before the taking, unless Borrower and ! ander 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 abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of in: 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. Horrower 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 Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall no the 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 accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent,

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LOAN #: 1649016

13. Loan Changes. 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 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 anless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security

Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing 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 low, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the condicing provision. To this end the provisions of this Security Instrument and the Note are declared to

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Seneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interist in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument, Flowever, this option shall not be excreised by Lender if exercise is prohibited by federal law as of the date of this Security Instrumer L

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 manea within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted

by this Security Instrument without further notice or demand on homower.

18. 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 or the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to my power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reason the 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 unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinsche shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together, with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Boxbwer will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other

information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or pennit the presence, use, disposal, storage, or release of any Hazardous Substitutes 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

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CFC (02/95)

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Proberty of Cook County Clark's Office

LOAN #: 1649016

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 remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic bipesticides 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, Pernedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or ingrement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provider 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, foreclusure 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 the evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to Borrower. Borrower shall pay any recordation costs. Lender m. y charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. Waiver of Homestead. Borrower waives all right of homesteral exemption in the Property.

24. Riders to this Security Instrument. If one or more riders are excepted 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.

| {Check applicable box(es)}                       |  |   |  |
|--|--|---|--|
| Adjustable Rate Rider(s) Graduated Payment Rider | Condominium Rider Planaed Unit Development Rider | 1-4 Family Rider Biweekly Payment Rider |  |
| Balloon Rider                                    | Rate Improvement Rider                           | Serund Home Rider                       |  |
| VA Rider   | Other(s) [specify]                               | 0,5                                     |  |

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Page 8 c1 7

(9502)

CFC (02/95)

LOAN #: 1649016 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 it. Witnesses: (Scal) -Battower (Scal) -Hoerower (Scal) -Borrower (Scal) MARTINEZ -Borrower STATE OF ILLINOIS, County is: Vanssa Danner . 2 Noting Public in and for said county and state do hereby certify that LUIS F ZUNIGA & CLAUDIA K. ALMONTO, HIS WIFE & PABLO MORAN MARTINEZ, HEWSE , personally 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 subscribed to the foregoing instrument, appeared before the said instrument as the free and voluntary as for the uses and purposes therein set/forth 24h day of Given under my hand and official seal, this My Commission Expires: Notary Public SEAL OFFICIAL VANESSA L. DANNEFI NOTARY PUBLIC, STATE OF ILLINOIS

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MY COMMISSION EXPIRES 4/6/98

WHEN RECORDED WAIL TO.

MSN 51-79 / DOCUMENT CONT 40 L DEPT. P.O. BOX 10266

VAN NUYS, CALIFORNIA 91410-0265

LOAN #: 1.649016

ESCROW/CLOSING #: H23266

Prepared by: L. EDMONOS

SPACE ABOVE FOR RECORDERS USE

#### 1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 24th day of may, 1996, and is incorporated into and shall be deemed to amend and supplement the Mangage. Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

AMERICA'S WHOLESALE LENDER
(the "Lenter") of the same date and covering the Property described in the Security Distrument and located at:
1617 NORTH SPRINGFIELD AVENUE CHICAGO, 1L 60647-

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrowci and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument building materials, appliances and goods of every nature vitatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property,

MULTIS TATE 1-4 FAMILY RIDER -Fannis Mas/Freddie Mac Uniform Instrument

Form 3170 9/90

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CFC (05/94)

Page 1 et 3 VMP MORTGAGE FORMS - (806)521-7291 tomete:

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including, but not limited to, those for the purposes of supplying or distributing 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 winders, storm doors, screens, clinds, shades, curtains 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 therety, shell be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing toge her with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USI: OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property of 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.

comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUHORDINATE 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 prior written permission.

D. RE TI LOSS INSURANCE. But rower 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 Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Utdess Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's suppancy of the Property is deleted. All remaining covenants and agreements let forth in Uniform Covenant 6 shall remain in effect.

G. AS IGNMENT OF LEASES. Upon Lende'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. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.

Borrower absolutely and unconditionally assigns and transfers to Lender a 1 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, Entrower 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 and not an assignment for additional

If Ler der gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each constitute of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance prantiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's a tents 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 lunds expended by Lender for such purposes shall become indebtedness of Borrower

to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

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initials:

| prior assignment of the Rents of |       | s not |
|----------------------------------|-------|-------|
| this under this paragraph.       |       |       |
| he required to enter upon, take  | contr | ol of |

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and will not conform any act that would prevent Lender from exercising its rig Lender, or Lender's agents or a judicially appointed receiver, shall not be required or maintain the Property before or after giving notice of default to Borrower, However, Lender, or Lender's agents or a judicially appoint an eciver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or travidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums so used by the Security Insurament are paid in full.

Borrower represents and warrants that Borrower has not executed any

Borrower's default or breach under any note or agreement in which I. CHOSS-DEFAULT PROVISION. Londer 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 agrees to the terms and provisions contained in this 1-4 Family

Rider.

(Scal) - Borrower ZUNIGA

(Scal) - Bosrower

(Scal) - Bornwer MORAN URIBE PABLO

MARTINEZ

(Scal) - Borrower

Property of Cook County Clark's Office

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