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RECORD AND RETURN TO:
LA BE FEDERAL BANK
FOR SAVINGS
4343 NORTH ELSTON AVENUE
CHICAGO, ILLINOIS 60641-2145

96507589

REC'D DA RECD DE 135.50

Prepared by:
LA BE FEDERAL BANK
CHICAGO, IL 60641-2145

REC'D DA REC'D DE 135.50 07/02/96 13406400
13507589 07/02/96 13406400 13507589
COOK COUNTY RECORDER

01-10059476

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 28, 1996
RUDOLFO GUERRERO, Individual,
and as President of Rudogu, Inc.,
an Illinois Corporation

("Borrower"). This Security Instrument is given to
LA BE FEDERAL BANK FOR SAVINGS

which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose
address is 4343 NORTH ELSTON AVENUE
CHICAGO, ILLINOIS 60641-2145
(Lender"). Borrower owes Lender the principal sum of
FORTY THOUSAND AND 00/100

Dollars (U.S. \$ 40,000.00).
This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for
monthly payments, with the full debt, if not paid earlier, due and payable on JULY 1, 2021 .
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 all 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 agreements under this
Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following
described property located in COOK County, Illinois:
LOTS 67 AND 68 IN BLOCK 13 IN MORTON PARK LAND ASSOCIATION A
SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28,
TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

16-28-129-027
16-28-129-028

which has the address of 5424 WEST 26TH STREET , CICERO
Illinois 60650
ILLINOIS Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3-14 9/90
Amended 6/91
S-ORNL 1990;

F	3561	A
P		P
T	3561	V
I		

Street, City ,

DPS 1089

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower; (a) negotiates in writing to the payee of the obligation secured by the lien in a manner acceptable to Lender; (b) conveys to Lender's option to prevent the sale or alienation of the instrument of the lien in, legal proceedings which in the Lender's opinion operate to prevent the security interest of the Lender from being satisfied by or defrauds aggrieved party to the instrument; (c) secures from the holder of the lien an agreement satisfactory to Lender stipulating that the Lender may attach his property to satisfy part of the Property in subject to a lien which may attach priority over the instrument of the lien; or (d) secures from the holder of the lien in, legal proceedings which in the Lender's opinion operate to prevent the security interest of the Lender from being satisfied by or defrauds aggrieved party to the instrument.

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

4. Charges: Lender, Borrower shall pay all charges due under the Note, to any late charges due under the Note.

, and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraphs

3. Application of Payments: Unless applicable law provides otherwise, all payments received by Lender under paragraphs

the Security Instrument.

of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit, against the sums received by Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, Lender prior to the acquisition or sale

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

twelve monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower

for the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender will any

debt to the Funds made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, that trustee shall be paid on the Funds, Lender shall give to Borrower, application law requires intact to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds,

used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an reporting service

verifying the Escrow Items, unless Lender pays Borrower to pay a one-time charge for an independent real estate or appraisal service. However, Lender may not charge Borrower for holding the Funds, usually notifying the escrow account, or

Borrower, 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, usually notifying the escrow account, or

(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 or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future

sees a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law applies to the Funds related mortgage loan, a require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally

the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items," if any); (e) yearly average insurance premiums, if any; and (f) any sum payable by Borrower to Lender, in accordance with

or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may attach priority hereto conveyed as a lien on the Property, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a written waiver by Lender, Borrower shall pay to

2. Funds for Taxes and Insurance, subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest: Prepayment and Late Charges: Borrower shall promptly pay when due the

UNIFORM CONTRACTS, Borrower and Lender covariant and agree as follows:

Variations by joint declaration to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform coverments for national use and non-uniform coverments with limited

and will defend generally the title to the Property against all claims and demands, subject to any encumbrance of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage.

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

Instrument now of herselfer a part of the property. All replacement and addititions shall also be covered by this Security

TOGETHER WITH all the improvements now or hereafter erected on the property, and all alterations, appurtenances, and

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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.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall 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 at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, 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 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 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 failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower 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.

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 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 shall 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 Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

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Initials

Form

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Initials

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of my other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address if by first class mail unless provided for in this Security Instrument which is or by mailing

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing preparatory charge under the Note.

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

12. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements of this

Security Interest 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-holds this Security

Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that

11. Borrower Not Required; Forgiveness of Debts; Lender Note. A Lender, Extension of the time for payment of modification

of the note or right of remedy.

10. Successors in Interest. Any holder of this Security Instrument or the Note without the exercise of or precludes the

successor proceedings against any successor to Lender in exercising any right or remedy shall not be a waiver of or precludes the

exercise of any right of remedy.

9. Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

secured by this Security Instrument, whether or not due.

Lender is authorized to collect and apply the proceeds in its option, either to reparation of repair of the Property or to the sum

awarded or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the notice is given,

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an

appointment that the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

secured by this Security Instrument, whether or not due.

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awarded or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the notice is given,

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an

appointment that the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

secured by this Security Instrument, whether or not due.

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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 given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest 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 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. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain 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 (or 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 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 reasonably require to ensure 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 reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with 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 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 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

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Form 3014 8/90 DPS 1094
Page 6 of 6 (8802)

NOTARY PUBLIC, STATE OF ILLINOIS
JOSEPH D. WASHICK
"OFFICIAL SEAL"

Notary Public JOSEPH D. WASHICK

JUNE 29TH, 1997
My Commission Expires:

Given under my hand and official seal, this 28TH day of JUNE 1996
Signed and delivered the said instrument as this free and voluntary act, for the uses and purposes herein set forth.
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that RUDOLFO GUERRERO, personally known to me to be the true person(s) whose name(s)

STATE OF ILLINOIS,
I, JOSEPH D. WASHICK
RUDOLFO GUERRERO
COOK
and as President of Rudogu, Inc.
an Illinois Corporation.
and as President of Rudogu, Inc.
RUDOLFO GUERRERO, Individual
(Seal)
Borrower
(Seal)
Borrower
(Seal)

Borrower
(Seal)

in my under(s) executed by Borrower and recorded with it.
BY SIONINO BELLO, Borrower, accepts and agrees to the terms and conditions contained in this Security Instrument and

21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverings and agreements of each such rider shall be incorporated into and supplemental to this Security Instrument.
 Admitted Rate Rider
 Conditional Rider
 Planed Unit Development Rider
 Rate Improvement Rider
 Second Home Rider
 Other(s) [Specify]

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument provided, but not limited to, reasonable attorney fees and costs of title insurance.
23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
Withdrawing to Borrower. Borrower shall pay any recordation costs.

24. Indemnity. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph secured by this Security Instrument without further demand and may foreclose this Security Instrument in full of all sums or before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums non-accrued or a deficit of any other deficit of Borrower to accelerate and foreclose. If the deficit is not cured on demand Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the rights reserved by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further secure the date specified in the notice the deficit of Borrower to accelerate and foreclose. (d) that failure to cure the deficit on or before the date specified in the notice may result in acceleration of the sum(s) due, and (e) that failure to cure the deficit on or before the date the notice is given to Borrower, by which time the deficit must be cured; and upon such date, not less than 30 days from the date the notice is given to Borrower, by which time the deficit must be cured;

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ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

01-10059476

THIS ADJUSTABLE RATE RIDER is made this 28TH day of JUNE 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to
LARGE FEDERAL BANK FOR SAVINGS
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

5424 WEST 26TH STREET, CICERO, ILLINOIS 60650
Property Address

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.9000 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of JULY 1, 1997, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding THREE AND ONE FOURTH percentage point(s) (3.2500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

MULTI STATE ADJUSTABLE RATE RIDER - ARM 5-2 - Single Family - Fannie Mae/Freddie Mac Uniform Instrument

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3111-822B (10/01).02

VMP MORTGAGE FORMS • 1800/821-7291

Form 3111 3/95

Initiate:

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DPS 407

Form 3111 3/85

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S-222 10/81.G2

-Borrower
(Seal)

-Borrower
(Seal)

-Lender
(Seal)

RUDOLFO GUERRERO, INDIVIDUAL
(Seal)

Rudolfo Guerrero

By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedy or right permitted by this Security Instrument without further notice or demand on Borrower.

To the extent permitted by applicable law, Lender may also require the transferor to sign an assumption agreement that is assignable to the loan assumption. Lender may also require the transferee to keep all the promises and agreements made in the Note and Security Instrument. Lender and the transferee shall oblige to the transferor to be obligated under the Note and Security Instrument to Lender and shall continue to be liable thereunder.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's acceptance of the transfer or assignment. Lender may also require the transferor to pay the amount of any commitment fee or other fees or charges due under the Note and Security Instrument.

The Note Holder will not be liable for any loss or damage resulting from a transfer or assignment of the Note and Security Instrument if it is sold or transferred for a bona fide interest in Borrower to a holder or transferee and Borrower is not a party to the transfer or assignment.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

(f) Notice of Changes

The Note Holder will deliver the title and telephone number of a person who will answer any question I may have regarding the Note.

Modifying my Note before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the Note.

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first month I pay my new amount after the Change Date until the amount of my monthly payment changes again.

(E) Effective Date of Changes

The interest rate I am required to pay in the first Change Date will never be greater than 12,900 %.
My new interest rate twelve months. My interest rate will never be greater than 12,900 %.
My new interest rate is more than two percentage points (2.0%) from the rate of interest I have been paying for my new Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for less than 6,900 %. Therefore, my interest rate will never be increased or decreased on or less than 6,900 %.

(D) Limit on Interest Rate Changes

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date; it will be the new amount of my monthly payment in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.