

RECORD AND RETURN TO:

96660257

LEE JENSEN SALES CO. . INC. 7316 TECKLER BOULEVARD CRYSTAL LAKE, IL 60014

DEPT-01 RECORDING T#001D TRAN 5937 08/28/96 13:20:00 #6641 + CJ #-96-660257

COOK COUNTY RECORDER

Propered by:

LEE JEF EN SALES CO., INC. 7316 TECRUZR BOULEVARD CRYSTAL LATE, IL 60014

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

MARCE 14, 1996

. The mortgager is

RAFAEL RIVERA AND MIGDALIA RIVERA, HIS WIFE

("Borrower"). This Security Instrument is given to LER JERSEN SALES CO., INC.

which is organized and existing under the laws of THE STATE OF AMAINDIS address is 7316 TECKLER BOULEVARD, CRYSTAL LAKE, IL

, and whose

("Lear'se"). Borrower owes Lender the principal sum of

SEVEN THOUSAND AND 00/100

Taulan (U.S. \$ 7,000.00# This debt is evidenced by Borrower's note deted the same date as this Security In arument ("Note"), which provides for O

monthly payments, with the full debt, if not paid earlier, due and payable on MARCH 2026 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the No. e, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, a very ed under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's coverage of 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 County, Illinois:

SEE ATTACHED LEGAL DESCRIPTION

PIN# 07-30-300-023-1053

which has the address of Illinois

1348-2 KINGSBURY DRIVE, BARTLETT, IL 60103 Zip Code ("Property Address");

Birest, City ,

INSTRUMENT Form 3014 9/80

DFS 1029

MORTEAGE FORMS - (800)831-7391

Transfer !

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully scient of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unanounbesed, except for enounbeauce of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any enounbeauces of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

 Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Toxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Londer on the day morthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly inxes and assessments which we stiain priority over this Security Instrument as a lion on the Property; (b) yearly ieasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in scoundance with the provisions of paragraph 8, in law of the payment of mortgage insurance premiums. These items are called "Becrow Items." Lander may, at any time, collect no hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loss may require for Bo rever's escrew account under the federal Rasi Estate Settlement Procedures Act of 1974 as assented from time to time, 12 U.S.C. Section 2501 at seq. ("RESPA"), unless saother law that applies to the Funds sets a lessor amount. If so, Lender may, at my time, collect and hold Funds in an amount not to accound the leaser amount. Lender may estimate the amount of Funds due of the basis of current data and reasonable estimates of expenditures of future Escrew Items or otherwise in accordance with application law.

The Punds shell be held in an institution where expects are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Prieral Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest to 1 the Funds and applicable law permits Lender to make such a charge. However, Lander may require Borrower to pay a con-time riverge for an independent real estate tax reporting service used by Lander in connection with this form, unless applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or carnings on the Funds. Borrower and Lander may agree in writing, however, that interest shall be paid in the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, aboving credits and dobit to the Funds and the purpose for which cook debit to the Funds was made. The Funds are pledged as additional security for all with record by this Security Instrument.

If the Funds hald by Lender exceed the amounts permitted to be held by applicable law. Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lander 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 is no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refact to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall sequire or sail the Property, Lender, prior to to sequisition or sale of the Property, shall apply any Funds held by Lender at the time of sequisition or sale as a credit against the runs secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lander under paragraphs 1 and 2 shall be applied: first, to any propayment charges due under the Note; accord, 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 lessabold 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 pry thom on time directly to the person owed payment. Borrower shall promptly furnish to Lander 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 lies which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lies in a manner acceptable to Lender; (b) contents in good faith the lies by, or defends against enforcement of the lies in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lies; or (c) secures from the holder of the lies an agreement satisfactory to Lender subordinating the lies to this Security Instrument. If Lender determines that any part of the Property is subject to a lies which may attain priority over

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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 hareafter exected 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 7.

All insurance policies and renewals shall be acceptable to Lander and shall include a standard mortgage clause. Lander shall have the right to hold the policies and renewals. If Lander requires, Borrower shall promptly give to Lunder all receipts of paid promiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Londor.

Leader may make react of loss if not made promptly by Borrowse.

Unless Lander 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 accommissily feasible and Lander's security is not issuenced. If the restoration or repair is not secured, the insurance proceeds shall be applied to the same accord by this Security Individual, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer whom 30 days a notice from Lander that the insurance carrier has offered to settle a claim, then Lander may collect the insurance proceeds. Lander may use the proceeds to repair or restore the Property or to pay same secured by this Security Lastrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower oils wise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payr out referred to in paragraphs I 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 preceeds resulting from damage to the Property prior to the acquisition of the acquisition o

immediately prior to the enquisition.

6. Occupancy, Preservation, Maintenance and Fraterion of the Property; Borrower's Loan Application; Leaguholds. Borrower shell occupy, establish, and use the Property as formwer's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Proper'y 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 cramit. 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 Lander's good faith judgment could result in forfoliure of the Property or otherwise materially impair the lieu created by this Security Instrument or Lander's security interest. Reprover may ours such a default and reinstant, as provided in paragraph 18, by causing the scale or proceeding to be clientesed with a ruling that, in Londor's good faith determination, precludes forfaiture of the Borrows in the Property or other material impairment of the lien created by this Security Instrument or Lander's socurity intered Borrower shall also be in default if Borrower, during the ioan application process, gave materially false or inaccurate information or statements to Lander (or failed to provide Leader with any meterial information) in consection with the loss evidenced by the Note, including, but not limited to, representations concurning 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 sequires in this to the Property, the less shold and the fee title shall not marge 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 unrements contained in this Security Inscrument, 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 forfaiture 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 liest 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 beer interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Londer to Borrower requesting reverent.

2. Mortgage insurance. If Louier 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 affect. If, for any reason, the mortgage insurance coverage required by Lander lapses or couses to be in affect, Borrower shall pay the premiums required to

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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 insurance 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 ispeed or caused to be in effect. Lender will accept, use and retain these payments as a loss reserve in lists of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the pramiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lander 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. Conde to lion. 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 lion of condemnation, are hereby assigned and

shall be paid to Lance ..

In the event of a total bleing of the Property, the proceeds shall be applied to the sums eccured 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 into distally before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Leader otherwise agree in writing, the sums secured by this Security Instrument shall be radored by the smount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately resure the taking, divided by (b) the fair market value of the Property immediately before the taking. Any belance shall be paid as Nortower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking, unless Borrower and Leader otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument we make applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument we make 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 ahandoned by Borrower, or if, ast a notice by Lender to Borrower that the condenner offers to make an award or actile a claim for damages. Borrower fails to rea one to Lender within 30 days after the data the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Union Lender and Berrower otherwise agree in writing, any explication of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Walver Econsion of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lander to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lander shall not be required to commence proceedings against any successor in interest or refuse to extend time for any ment or otherwise smodify amortization of the same 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 wriver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-eigners. The coverant and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lander and Borrower, with a to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower was or signs this Security Instrument only to mortgage, given and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligant 5 to pay the same secured by this Security Instrument; and (c) agrees that Lander 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.

13. Loss Charges. If the loss secured by this Security Instrument is subject to a law which sets maximum loss charges, and that law is finally interpreted so that the interest or other loss charges collected or to be collected in connection with the loss exceed the permitted limits, then: (a) any such loss charge shall be reduced by the amount accessive 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.

16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable 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

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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 Beauficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred and Borrower is not a natural person) without Londer's price when consent. Londer may, at its option, require immediate payment in full of all sums menured by this Security Instrument. However, this option shall not be exercised by Londer if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lander exercit a this option, Lander shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the take the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these same prior to the expiration of this period, Lander may invoke any remedies

permitted by this Security Institute of without further notice or demand on Bocrower.

18. Burrower's Right to Reimate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument. Inscontinued 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 judge ent enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due and at his Security Instrument and the Note as if no acceleration had occurred; (b) cares any default of any other covenants or agree meth; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' far, and (d) takes such action as Lender may reasonably require to seeme that the lieu of this Security Instrument, Lender's rights ir, the Property and Borrower's obligation to pay the sums secured by this Security Instrument and the obligations secured becoby shall remain fully effective as if no explanation 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 postal 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 only 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 appaired law. The notice will also contain any other 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. Burrower 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 snyone class or in, snything affecting the Property that is in violation of any Environmental Law. The preceding two senionees shall not won't 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 cotice of any investigation, claim, demand, investit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or inavironmental Law of which Borrower has actual knowledge. If Borrower learns, or is actified by any governmental or regulatory antitority, that any removal or other remediation of any Hazardous Substance affecting the Property is measurery. 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, herosene, other flammable or toxic petroleum products, toxic posticides and herbicides, volatile solvents, materials containing asbestos or formulablyde, 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, asfety or environmental protection.

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

21. Acceleration; Remedies. Leader 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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Plot 6 of ¢ Form 3014 9/90

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Parcel 1: Unit in Building 1/A delinate on survey of the following described parcel of Reel Estate: A part of Lot 4 in Hanover Highlands Unit No. 10, A subdivision in Section 30, Hanover Highlands Unit No. 10, A subdivision in Section 30, Hanover Highlands Unit No. 10, A subdivision in Section 30, Hanover Highlands Unit No. 20673558, which survey is attached as Tollinois as Document No. 20673558, which survey is attached as Exhibit "D" to a Declaration of Condominium for the Larkspur 6 Exhibit "D" to a Declaration of Condominium for the Larkspur 6 Condominium made by Illinois Communities Corporation, an Illinois corporation, and recorded in Cook County, Illinois as Illinois corporation, and recorded in Cook County, Illinois as Illinois corporation, and recorded in Cook County, Illinois as Illinois corporation, and further amended by Document No. 23439717 (the "Declaration") further amended by Document No. 23439717 (the "Declaration") from time to time: together with an undivided percantage interest in the Common Rismants appurtanent to said Unit as set forth in Exhibit "E" to the Declaration ("Amended Declaration") from time to time.

Parcel 2: Easements appurtenent to the land for the benefit of Parcel 1 as set forth in the Declaration by Illinois Communities Corporation recorded February 13, 1974 as Document No. 22628307 and as amended from time to time and created by the deed from Illinois Communities Corporation to Robert F. Henning and Karen L.F. Henning, his wife, recorded June 29, 1976 as Document No. 23539555, for the purposes of passage, use and enjoyment, ingress and egress, all in Cook County, Illinois.

PREMARENT INCLA NUMBER: 07-30-300-023-1053

RAPAEL RIVERA & MIGDALIA ATTERA

REAMP.

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applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to care the default; (c) a data, not less than 30 days from the date the notice is given to Borrower, by which the default must be cared; and (d) that failure in cure the default on or before the data specified in the notice may result in acceleration of the mans secured by this Security Instrument, forecineurs 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 fornclosure. 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 shalf be entitled to collect all expenses incurred in pursuing the remedles provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon psyment of all sums secured by this Security Instrument, Londor shall release this Security Instrument

without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of he	omesteed examption in the Propert	ly.
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Adjustable Raty River Graduated Payment River Balloon Rider VA Rider	Condominium I Planned Unit D Rate Improvem Other(s) [specif	evelopment Rider ont Rider	1 → Family Rider Biweekiy Paymes Second Home Rid	it Rider
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scribed to the foregoing instrument, appoint and delivered the said instrument as	eared before me this day THE/IR free a	in person, and scknow in person, and scknow and voluntary act, for it day of MARCH.	viedged that the uses and purpose.	HEY
Given under my hand and official seal,	* ****		- 1 1 1	

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