96087251

DEPT-01 RECORDING

\$31,50

T40001 TRAN 2378 02/01/96 15:04:00

#4360 + JM #-96-087251 COOK COUNTY RECORDER

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		MORTGAGE	<b>!</b>	31%
THIS MORTGA	B. 12 Eura Lames. 7	h <b>oʻʻma</b> rtha h. Tx	January MEZ, MUSBAND 6	26, 1996 WIFE
PIONEER BAN	KTV 18041 SMB		(*Borrower*). Thi	e Security Instrument is given to which is organized and existing
Borrower owes Lender t	he principal sum of	NINETY::THREE	ChousandSeven	HUNDRED FIFTY
This debt is evidenced in with the full debt, if	by Borrower's note dated the not paid sarier, due and Security instrument secures	e same Jove as this Security payable on	ly Instrument ("Note"), which is Ty 1, 2026 and of the dabt evidenced is	th provides for monthly psyments by the Note, with interest, and si
the security of this Secu and the Note. For this in	rity instrument; and (c) the	performance of Electrical and weby mortgage, grant and	covenants and agreement onnivey to Lander the folio	oed under paragreph 7 to protect is under this. Security instrument owing described property located :
1/2 OF THE NO 40 NORTH, RAN OF AND ADJOIN LAND 50 FEET	ING THE NORTH ( WIDE OFF THE SO	THE SOUTHWEST THE THIRD PRIN	1/4 OF SECTION NCIPAL MERIDIAN ID TRACT FECEPI	
IN COOK COUNT	ry, illinois.		0.	

FATIC# C893711

which has the address of \_\_\_3646\_WEST\_CORTLAND\_STREET\_\_\_\_(Zp Code) (Street)

Illinois Single Family - FNMAFHLMC UNIFORM INSTRUMENT

D8M750IL MTG.3014.1 Page 1 of 5 Loan #: 295334

FORM 5014 9/90 Mynorca, Inc. Formalen

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TOGETHER WITH all the impresents now or hereties exoted in the property and all selements, appurtenances, and fistures now or hereafter a part of the property. All replacements and additions shall also be covered by this Becurity instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

SORROWER COVENANTS that Sorrower is inwhilly selsed of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unancumbered, except for encumbrances of record. Sorrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

1. PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LAYE 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. FLINDS FOR TAXES AND INSURANCE. Subject to applicable law or to a written waiver by Lander, Borrower shall pay to Lander on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funde") for; (a) yearly tipse and assessments which may attain priority over this Security insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly insurance premiums; (d) yearly flood insurance premiums, if any; and (i) any sums payable by Borrower to Lander, in accordance with the provisions of paragraph G, in iteu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, solled and hold funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's secrow account under the federal Real Estate. Settlement Procedures Act of 1974 as amonded from time to time, 12 U.S.O. a 2001 of seq. ("RESPA"), unless saturation law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of ourrent data and reasonable setimates of expenditures of future Escrow Items or distances in accordance with applicable law.

The Funds shall be held in an invitation whose deposits are insured by a federal agency, instrumentally, or entity (including bender, if Lender is such an institution) or is any Federal Home Loan Bank. Lender shall apply the Funds to pay the Bearow items, Lender may not charge Borrower for holding and applyin), the Funds, annually analyzing the secrow account, or verifying the Escrow items, unless Lander pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an index and not real setate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless applicable law requires interest to be peld, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Bonzaira, without charge, an annual accounting of the Funds, showing credits and dabits to the Funds and the purpose for which each dabit to the Funds was made. The Funds are piedged as additional security for all sums accurated by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law. Lender shall account to Sorrower 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 Socious in writing, and, in each case Sorrower shall pay to Lender the amount necessary to make up the deficiency. Sorrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Becurity Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, and Lender shall acquire or sell the Property, Lender, poor to the acquisition or sale at the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Becurity Instrument.

S. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, an principle received by Lender under paragraphs 1 and 2 shall be applied: liret, 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 lessehold payments or ground rents, if any. Sorrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time disortly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Porrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any iten which has priority over this Security instrument unless Borrower: (a) gyrees in writing to the payment of the obligation secured by the iten in a menner acceptable to Lender; (b) contests in good talth the iten by, or defends against enforcement of the iten in, legal proceedings which in the Lender's opinion operate to prevent the anforcement of the iten in agreement satisfactory to Lender subordinating the iten to this Security instrument. If Lender determines that any part of the Property is subject to a iten which may attain priority over this Security instrument, Lender may give florrower a notice identifying the iten. Borrower shall satisfy the iten or take one or more of the actions set forth above within 10 days of the giving of notice.

5. HAZARD OR PROPERTY BESURANCE. Burrower shell 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 meurance. 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 florrower subject to Lender's approval which shall not be unreseconably withhold. 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.

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All Insurance policies und rande least energia en acceptable le cantier and ches included and charge ge

All insurance policies and reflected shell del societable to Limiter and chall instructed attailed intertagge clause, Lander shell have the right to hold the policies and renewals. If Lender requires, Somower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of iose, 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 rectoration 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 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 shandons the Property, or does not answer within 50 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may object the insurance codes. 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: Bornowshie Loan Application: LEASEHOLDS. Borrower shall cocupy, establish, and use the Property as Borrower's principal residence within study 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 one pancy, unless. Lender otherwise agrees in writing, which consent shall not be unressonably withheld or unless extenuating discumstances 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 may forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security instrument or Lender's security interest, Borrower may ours such a default and reinstate, as provided in paragraph 18, by causing the office or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forletture of the Borrower's interest fir the Property or other meterial 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 letter 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 accupancy of the Property as a principal residence, it this Security instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower equites fee title to the Properly, the leasehold and the lee title shall not merge unless Lander agrees to the merger in writing.
- 7. PROTECTION OF LENDER'S MIGHTS IN THY: PIOPERTY. If Borrower talls to perform the governants 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 bunkruptay, probate, for containing or fortellure or to enforce lews 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 same secured by a lien which has privity over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entaring on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender dose 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, there amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from tradar to Borrower requesting payment.

- 8. MORTGAGE RISHRANCE. If Lender required mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiums required to meintain the mortgage insurance in offset. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower and her premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurance operage in not available, Borrower shall pay to Lender each month a sum equal to one-wellth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect, Lender will accept, use and retain these payments as a loss reserve in Neu of mortgage insurance. Loss reserve payments may no longer or required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance and Lender or applicable law.
- \$. BISPECTION. Lander or its agent may make reasonable entries upon and inspections of the Property. Londer shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 16. 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 whalf be applied to the sume accuract 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 taking is equal to or greater than the amount of the sume secured by this Security Instrument Immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sume 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 Sorrower, in the event of a partial taking of the Property in which the fair market value of the Property Immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Sorrower and Lender otherwise agree in writing or unless applies lew otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

11. BORROWER NOT RELEASED; FORMERANOE BY LENDER NOT A WANTER. Extension of the time for payment or modification of emortization of the sums decured by this Security instrument, granted by Lender to any successor. In interest of Borrower shall not operate to release the liability of the original. Gorrower or Borrower's eucocessors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify smortization of the sums secured by this Security instrument by resson 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; JOHN AND SEVERAL LIABLITY; OD SIGNISMS. The covenants and agreements of this

Recurity Instrument shall bind and benefit. The successors and assigns of Lender and Borrower, subject to the previsions of paragraph 17. Borrower's covenants and agreements shall be joint and saveral. Any Somower 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 Sorrower'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 agromodations with regard to the terms

of this Security Instrument or the Note without that Borrower's consent.

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15. LOAS CHARGES. If the loan secured by this Security instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, liven: (a) any such loan charge—shall be reduced by the amount recessary to reduce the charge to the permitted limit; and (b) any such already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this lightlift by reducing the principal owed under the Note or by making a direct payment to Somower, if a refund reduces principal, the rest often 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 dollvering it or by mailing it by first class mail unless applicable lew propers use of another method. The notice shall be directed to the Property Address or any other eddress 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 dealgrains by notice to Borrower. Any notice provided for in this Security instrument shell be desired to

have been given to Borrower or Lender vine) given as provided in this paragraph.

18. GOVERNING LAW: SEVERABILITY. This Security instrument shall be governed by tederal 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 applieable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be given effect without the corr-Moting provision. To this and the provisions of this (so july instrument and the Note are declared to be severable.

16. NORROWER'S COPY. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. TRANSFER OF THE PROPERTY OR A RENEFICIAL ATTEMENT IN BONROWER. If all or any part of the Property or any Interest in it is sold or transferred. (or if a beneficial interest in Barrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immirciate payment in full of all sums secured by this Security instrument. However, this option shall not be exercised by Lender if exercise in prohibited by lederal new se of the date of this Security Instrument.

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

ment without further notice or demand on Borrower. 16. SOFFICIALITY FIGHT TO RENETATE. If Borrower meets certain contains, Borrower shall have the right to have enforcement of this Security instrument discontinued at any time prior to the earlier of: (a) 5 days for such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgement enforcing this Security Instrument. Those conditions are that Sorrower: (a) pays are all sums which then would be due under this Security instrument and the Note as if no acceleration had occurred; (b) cures any day of any other covenants or agreements; (a) pays all expenses incurred in entorcing this Security Instrument, including, but not limited to, responsible attorneys' less; and (d) takes such solion as Lender may reasonably require to assure that the lien of this Security Instruction(c) enders rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Romawer, this Security instrument and the obligations secured hereby shall remain fully effective as if no society on ) ad occurred. However, this

right to reinstate shall not apply in the case of acceleration under paragraph 17.

18. SALE OF NOTE; CHANGE OF LOAN SERVICES. The Note or a partial interest in the Note (logicine 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 error forown as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one 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 elete the name and address of the new Loan Bervicer

and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. HAZANDOUG SUBSTANCES. Sorrower shall not cause or permit the presence, use, disposal, storage, or release of an 20. HAZANDOUG SUBSTANCES. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardoue Bubatances on or in the Property. Borrower shall not do, nor allow anyone size to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentances shall not apply to the precence, use, or storage on the Property of email quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Somower shall promptly give Lender written notice of any investigation, claim, demand, lewsuit or other action by any gove-mercial 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 reseasely, Sorrower shall promptly take all necessary remediat actions in accordance with Environmental Law.

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As used in this paragraph 20, tigardous substances for hose substances of substances by Environmental Law and the Nicolay abutances; gardine knowledge and herbicides, voletile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means laderal leave and lews of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. ACCELERATION; REMEDIES. Lender shall give notice to Borrower prior to ecceleration following florower's breach of any covenext or agreement in this Security instrument (but nut prior to acceleration under paragraph 17 unless applicable top provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that fallure to ours the default on or before the date executed In the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and eale of the Property. The notice shall further inform Borrower of the right to reinciate after acceleration and the right to assert in the forectionary proceeding the non-edutance of a rightalt or any other defense of Bonower to acceleration and forectionare. If the default is not cured on or before the date specified in the notice, Lunder at its option may require immediate payment in full of all sums accuracl by this Security instrument without further demand and may lorecioes this Security instrument by Judicial proceeding. Lander shall be ent to collect all expenses incurred in pursuing the remedies provided in this peregraph 21, including, but not limited to, resemble attorneys' fees and costs of tillo evidence, all of which chall be additional sums secured by this Security Instrument.

22. HELEAGE.	Upon payment of all sums		instrument, Lender shall		Instrument without
charge to Borrower	Sorrower shall pay any rec	ordation costs.		· ·	,

29. WANTER AS HOMESTEAD. Borrower waives all right of homestead exemption in the Property.

24. RIDERS TO THE SECURITY INSTRUMENT	. If one or more riders are executed by	Borrower and recorded together with this
Security instrument, the nursents and agreements	of each such rider shall be incorporated	into and shall amend and supplement the
covenants and agreements of this Security Instrume	int as if the rider(s) were a part of this Se	curity Instrument.
[Check applicable box/es]]	·	

C) Graduated Payment River C) Balloon Rider C) Rate improvement Rider C) Second Home Rider C) VA Rider RY SIGNING BELOW, Borrower accepts any averse to the terms and coverants contained in this Ecourty Instrument and exist security Borrower and assented will it. The betraver has received a true capy of this Mertgage without of the Romover  Borrower  Borr	Check applicable box(es)}		
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reconsity known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appearing fore me the person, and acknowledged that and (he,ehe,likey) seems delivered the said instrument as (his,her,their) (his,her,their) and voluntary act, for the uses and purposes therein set forth.  Given under my hand and official seal, this	***************************************	(\$41491(4444444444))(41444))(444144)(44444)(4444)(444)(444)(444)(444)(444)(444)(444)(444)(444)(444)(444)(44	taldecatardecliatellealitalde (1911, 1200-2011, Pargaletassphiepyddi
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(he,ehe,they)  e and voluntary sot, for the uses and purposes therein set forth.  Given under my hand and official seal, this	compressing the property of the second section of the section of t		nin irrikin.intakni <i>dentakni</i> ) ta vente iske isle is
Given under my hand and official seal, this	ersonsity known to me to be the same	personia) whose nametal subscribed to the foregot be sent been been been been been been been b	I tente terant as CITCS
Or FICIAL SEAL*	ersonally known to me to be the same person, and soknowledged that and	signed and delivered the said	Instrument as
Or FICIAL SEAL*	person, and acknowledged that and	(he,she,lkey) signed and delivered the said	Instrument as
O: FICIAL SEAL*	person, and ecknowledged that and se and voluntary act, for the uses age	(he,ehe,lkey)  (herein set forth.	histrument as (his, her, their)
Notan Public By State Congress of the State	person, and acknowledged that and se and voluntary act, for the uses and Given under my hand and of	(he,ehe,lkey)  (herein set forth.	(his,her,their)
Druggy Pulping	person, and ecknowledged that and se and voluntary act, for the uses again	(he,ehe,lkey)  (herein set forth.	instrument as (his,her,their)
C) The state of th	person, and soknowledged that and se and voluntary act, for the uses and Given under my hand and of	(he,ehe,lkey)  (herein set forth.	(his,her,their)
	person, and acknowledged that and and voluntary act, for the uses and Given under my hand and of	(he,she,lkey)  if purposes therein set forth.  Molei seal, this	(his,her,their)

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Page 5 of 6

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Proberty of Cook County Clark's Office

Pioneer Bank

Planear Bank & Trust Company \* 2525 North Kedzle Avenue \* Chicago, Illinois 60647 \* (512)772-0010

#### RIDER TO MORTGAGE

If the mortgage and mortgage note are not paid when due by maturity, acceleration or otherwise, the interest rate indicated herein shall increase by 3% per annum, provided however, that the interest rate shall in no event be increased beyond the maximum rate of interest allowed by law.

Ruben E. Tamez

jartha H. Tames

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