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COUK COUNTY RECORDER

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MORTGAGE

March 12, 1996

THIS MORTOAC (Cauching Instrument) is given on MAN AND KENNETH CONZALEZ, AN UNMARRIED MAN

PIONEER BANK & TRUST COMPANY

under the laws of STATE OF ILLINOTS

2525 MORTH RUDGER SALESTING

under the laws of STATE OF ILLENOTS and whose address is 2525 NORTH KEDZIE AVENUE. CHICAGO, IL 60647.

Borrower owes Lender the principal sum of STE HUNDRED FORTY-FOUR THOUSAND AND NO/100

This debt is evidenced by Burrower's note dated the same fate as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable c. April 1, 2026

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 Borlower's covenants and agreements under this Security instrument and the Note. For this purpose, Borrower does hereby mortgage, grant, and convey to it ender the following described property located

in ______COK ________ County, Illinois: Tax Id: 13-23-302-003-0000

THE WEST 8 FEET 4 INCHES OF LOT 19 AND ALL OF LOT 20 IN BLOCK 1 OF LOCK'S AND BAURS' RESUBDIVISION OF BLOCK 11 IN C.K. JONES SUBDIVISION IN THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BOX 169

which has the address of 3747 WEST ADDISON CHICAGO

[City]

OFFICE

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Page 1 of 5

Loan #: 295397

FORM 3014 9/90 Mynorca, Inc. FormGen

TOGETHER WITH all the improvements now or in relies control in the property, an all nationalities, and lixtures now or increation a part of the property. All opinionalities and additions shall also be covered by this decurity instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully usined of the ustate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower 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 coverants for national use and non-uniform coverants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

- 1. PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES. Borrower shall promptly pay when due this principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. FUNDS FOR TAXES AND INSURANCE. Subject to applicable law or to a written waiver by Lender, Borrows shall pay to Londer on the day monthly only one are due under the Note, until the Note is paid in full, a sum ("Funde") for. (a) yearly taxes and assessments which may alian priority over this Security instrument as a lien on the Property; (b) yearly leadehold payments or ground rents on the Property, if m., (c) yearly lineared or property insurance premiums. (d) yearly flood insurance premiums, if any, (e) yearly mortgage insurance premiums, if any, and (f) any sums payable by florrower to Lender, in accordance with the provisions of paragraph 6, in led of the payonant of mortgage insurance premiums. These items are called "Escrow items." Lender may, at any time, collect and hold Funds in an annual not to exceed the maximum amount a lender for a federalty related mortgage loan may require for Borrower's escrow account under the federal Real Settlement Procedures Aut of 1974 as amended from time to time, 12 U.S.C. a 2801 at each ("RESPA"), unless another 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 current data and reasonable estimates of exceed the lesser amount. Lender may estimate the amount of Punds due on the basis of current data and reasonable estimates of exceed the lesser amount.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity (including bender, it bender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Bacrow items. Lender may not charge florrower for holding and applying the Funds, annually analyzing the secrow account, or varifying the flactow items, unless borrower interest on the Funds and applicable law permits bender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by burder in connection with this loan, unless applicable law provides otherwise. Unless an egreement is made or applicable law requires interest to be paid, funder shall not bur required to pay thorower any interest or earning and the funds. Corrower and Lender may agree in writing, however, that interest shall be paid on the Funds bender shall give to Borrower without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit or the Funds was made. The Funds are pledged as additional ascurity for all some accuract 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 Lender at any time is not sufficient to pay the Escrow Items when due. Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's solu discretion.

Upon payment in full of all sums accured by this Security instrument, Livius shell promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a crudit against the sums secured by this Security Instrument.

- 3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: flist, to any prepayment charges due under the Note; securit, to emounts payable under paragraph at third, to interest due, fourth, to principal due; and last, to any late pharges due under the Note.
- 4. CHARCES; LENS. Borrower shall pay all taxes, assessments, charges, lines and impositions attributable to the Proporty which may attain priority over this Security Instrument, and lessabold payments or ground rents, if any, florrover shall pay these chiligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Scrower makes these payments directly. Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower. (s) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contusts in good faith the lien by, or defends against unforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the sofurcement of the lien; or (c) recures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the autions 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 lire, 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.

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All insurance policies and retiewals 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 r-celpts 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 officials 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 feasened. If the restoration or repair is not accommically 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 enswer 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 incurance 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.

- B. OCCUPANCY, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; BORROWER'S LOAN APPLICATION; Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the LEASEHOUSE execution of this Security instrument and shall continue to occupy the Property as Sorrower'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 dircumster.ces exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deterior ite 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 judgement could result in forteliure of the Property or otherwise materially impair the lien created by this Security 1.31 ument or Lender's security interest. Borrower may cure such a detault 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 delault if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or lated to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, reprove nations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower and comply with all the provisions of the lease. If Borrower anguires fee tills to the Property, this leasehold and the les title shall no merge unless Lender agrees to the merger in writing.
- 7. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY. II Borrower falls to perform the covenants and agreements contained in this Security instrument, or there is a egri proceeding that may algorificantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for containment or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value or the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has pricing over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Althou, a lender may take action under this paragraph 7, Lender does not have to do so

Any amounts disbursed by Lender under this paragraph 7 shell 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.

- 6. MORTGAGE INSURANCE. If Lender required mortgage insurance as a concillor of making the loan secured by this Security Instrument. Borrower shall pay the premiums required to maintain the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall nearly the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by tender—if aubstantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect, cender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longs, be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided the continuous available and is obtained. Borrower shall pay the premiums required to maintain my notionage 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.
- 8. INSPECTION. Lender or its agent may make reasonable entries upon and inspections of the Property. Conder shall give florrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. CONDEMNATION. The proceeds of any award or claim for damagus, 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 absigned and shell be paid to funder.

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fall market value of the Property immediately 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 Lander otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction:(a) the total amount of the sums secured immediately before the taking divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. 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 Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums ancured by this Security Instrument whether or not the sums are then due

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if the Property is abandoned by to rower or i site office by benear to force or the 10 conference offers to make an award or settle a claim for damages. Boy owe take to especially a settle a claim for damages. Boy owe take to especially a settle 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.

Unless Londer and Borrowei utherwise agrae in willing, any application of proceeds to principal shall not extend or postpone the

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

11. BORROWER NOT FRITFARED; FORMENIANCE BY LEMBER NOT A WAVER. Extension of the time for payment or modification of amortization of the some nectived by this Security instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or reluse to extend time for payment or otherwise modify amortization of the sums secured by this Society 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 whell not be a waiver of or preclude the exercise of any right or remedy.

12. SUCCESSORS AND ASSIGNS INCURS; JOINT AND REVERAL LIABRITY: CO SIGNETIS. The comments and agreements of this Security Instrument shall bind and benefit the concessors and nesigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that florrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Londer and any other Borrower may agree to extend, modify, forbear or make any accomposations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

that law is linely interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, there: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit and (b) any number already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this called by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduced principal, the recordion will be treated as a partial propayment without any propayment charge under the Note.

14. NOTICES. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by that class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other are dross Borrower designates by notice to Lander. Any notice to Lander shall be given by first class mail to Lander's address atriad travel or any other address Lander designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to

have been given to Borrower or Lender which given an provided in this paragraph

15. GOVERNING LAW: SEVERABILITY. This Security instrument shall be governed by federal faw and the law of the jurisdiction in which the Property is located. In the event this try provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other previsions 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.

18. BORROWER'S COPY. Borrower shall be and one conformed copy of the Note and of this Security Instrument.

17. TRANSFER OF THE PROPERTY OR A GENEFICIAL INTEREST IN BORROWER. If all or any part of the Property or any interest in it is said or transferred for it a beneficial interest in discover is sold or transferred and Bossower is not a natural person) without Lender's prior whiten consent, Lender may, at its option, require introducte payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender II exercise by prohibited by federal key as of the state 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 incide is delivered or malled within which Forrower 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 netice or demand on Borrower.

18. BORROWER'S RIGHT TO REINSTATE. If Borrower meets certain con Mions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 day; (b) such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contail ed in this Security Instrument; or (b) entry of a judgement enforcing this Security Instrument. Those conditions are that Borrower. (a) pays under all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) curse any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to reasonable alterneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. SALE OF NOTE; CHANGE OF LOAN SERVICES. The Note or a partial interest in the Note (toguith) 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 solly (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. HAZARIXXUS SIRESTANCES. 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, tawault or other action by any governmental or regulatory agency or private party involving the Property and any Hezardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower tearns, or is notified by any governmental or regulatory authority, that any removal or other remodiation of any Hazardous. Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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As used in this paragraph 10 "Newdors Sub tances" are those substances deliver as joxio or hiszardous substances by Environmental Law and the following substances: gasoling, 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 tollowing Borrower's breach of any covernant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless, applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to florrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to rainalate after accoleration and the light to assert in the foreclosure proceeding the non-existence of a default or any other defense of Corrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice. Lender at its uption may require immediate payment in ket of all sums accured by this Security instrument without further demand and may foreclose this Security Instrument by jurificial proceeding. Lender shall be entitled to collect all expunses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attornoys' less and costs of title evidence, all of which shall be additional sums secured by this Becurity instrument.
- 22. PELEASE. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to flurrows. Borrower shall pay any recordation coats.
 - 23. WAIVERS OF MOMESTEAD. Borrower welves all right of homestead exemption in the Property.
- 24. RIDERS TO THIS SECURITY INSTRUMENT. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the devenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as If the rider(s) were a part of this Security Instrument, [Check applicable box(ss)]

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in paraun, and acknowle free and voluntary act, to	to be the same person to deed that and (his the uses and pulpose by franci and official sea	(s) whose name(s) subscribe (3c* Y	ed to the foregoing instrument felivered the said instrument	rit. appear to helore me this day as Ulica L2" (his.her.their)
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This instrument was propared by. ..

and should be mailed to Plones: Bank, Attn: LUCY W JONES,

2525 H. Kndzin, Chicago, Ib 60647

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Page 6 of 8

Mynorca, Inn. FormGon

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Pioneer Bank

Ploneur Bank & Trust Company * 2525 North Kedzle Avenue * Chicago, Illinois 80647 * (312)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.

Angel Gonzalez S Renneth Genzalez

Assignment of Rents

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3747 WEST ADDISON, CHICAGO, ILLINOIS 60618

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Becurity Instrument, Borrower and Landar further dovunant and agree as follows:
- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT, In addition to the Property described in the Sucrety Instrument, the following Heins are added to the Property description, and shall also constitute the Property covered by the ascently instrument: building materials, appliances and goods of every nature windsoever now or horselfer located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus. accurity and access control apporatus, plumbing, bath tube, water heaters, water closets, sinks, ranges, stoves, relitgerators, dishwashars, disposals, wasners, oyers, swnings, stom: windows, stom doors, scieens, blinds, shades, curtains and circlain rods, attached mirrors, cabinets, panelling and absend floor coverings now or increater attached to the Property, all of which, including replacements and additions thereto, shall be desired to be and remain a part of the Property, covered by the Security, instrument All of the foregoing together with the Properly Cescriped in the Security Instrument for the leasehold estate if the Security Instrument in on a feasibility are related to in this 1-4 Family Bid is and the Security Instrument on the "Property."
- B. USE OF PROPERTY: COMPLIANCE WITH LAW. Borrower shall not usek, agree to or make a change in the use of the Property or its zoning classification, unless Lander has agreed in writing to the change. Borrower shall comply with all laws, ordinandes, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except an permitted by frueral law Bostower shall not allow any lien interior to the Security Instrument to be perfected against the Property without Lunder's pilo written permission.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against sent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Confront 18 is deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agrees in writing, the first sentence in Uniform: Convolunt 8 concerning. Borrower's occupancy of the Property is deleted. All remaining governments and agreements sat forth in Uniform Covenant 8 shall remain in effect.
- G. ASSIGNMENT OF LEASES. Upon Lander's request. Borrower shall assign to Longer all lander of the Property and all security deposits marks in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new teases, in Lender's solu discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER: LENDER IN POSSESSION. Bottowar absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorized Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security. Instrument and (ii) Lender has given notice to the tenent(s) that the Rente are to be paid to Lender or Lender's agent. This assignment of Rente constitutes an absolute assignment for additional security unity.

App No: 295397 Loan No: 295397

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If Lender gives notice of beach to Borrower: (i) at ranks received by Borrower shall be that by Borrower as trusted for the benefit of Lender only, to be supplied of time secured by he Biochity Instrument: (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpdid to Lender or Londer's agent upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to attorney's fees, receiver's fees, premiums on ruceiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security instrument, (v) Lender. Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lander shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rants and profits derived from the Property without any showing as to the inadequacy of the Property as accurity.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to. Lender secured by the Security instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph,

Lender of Lander's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or sing giving notice of default to Borrower. However, Lender or Lender's agents or a judicially appointed receiver. may do so at any time when a delault occurs. Any application of Rents shall not ours or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall miningte when all sums secured by the Security Instrument are paid in full.

J. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1.4 Family Ritter.

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