W	
\sim	
1	
/	
/	
1	
	٠
8	
^^	٠
11	
6.7	
10	
(tr	
12931	٠
1	

इ र भार देशभूदिशाह

COOK COINTY IT INVICE

PE361224

1331 2Eb . 4 WHI: 40

GO:51 & SOUNTY RECORDER SOUNTY RECORDER +ZST92-96-# 50 € 0914 \$ 00:17:E1 94/E1/S0 2250 NVIL E100#1 DEPT-UL RECORDING 00.154 52775716

MORTGAGE (Space Above This Line For Recording Date) -

"Borrower"). This Security Instrument is given to

THIN SIN , ARRAD OLFARON CHA ARRAD MEMOL The mortgagor is THIS MORTOAGE ("Security Instrument") is given on VAC' 55' 7887

which is organized and existing under the laws of THE UNITED STATES OF ARREICA SECURILL REDUCE AND A LOAN ASSOCIATION OF CHICAGO

1209 M. HILMALTS AVE., CHICAGO, ILLINOIS 60622

coverants and agreements under this Security instrument and the Note. For this purpose, Borrower does frereby mortgage, grant and convey to Lender the following described) roporty located in interest, advanced under paragraph 7 to proved the security of this Security Instrument; and (c) the performance of Borrower's by the Mote, with interest, and all renewals, extensions and modifications of the Mote; (b) the payment of all other sums, with This Security Instrument secures to Lender: (a) the repayment of the debt evidenced Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on). This debt is evidenced by Borrower's note dated the same date as this Security MINESE THOUSAND AND ON/100----("Lender"). Borrower owes Lender the principal sum of

ai asotibbe seoriw bine,

919410011

PANCE 13, EAST OF THE THIRD PRINCIPAL NEKIDLAN IN COOK COUNTY, ILLINOIS AUSTIN AVENUE AND 19TH STREET SUBDIVISION, 'N SECTION 20, TOWNSHIP 39 NORTH, THE HOREH 6/1 OF LOT 23 AMD THE BOUTH 2/1 OF LOT 24 IN BLOCK 3 IN KIRCHMAN'S

PERMANENT INDEX NO, 16-20-410-013 -0000

1/2 OF THE NORTH EAST 1/4 OF SECTION 6, TOWNSHIP 39 WORTH, RANGE 14 EAST OF THE EAST 29 FEET OF LOT 10 IN BLOCK 2 IN MCREYNOLD'S CUBDIVISION IN THE EAST PARCEL 2 ADDITIONAL COLLATERAL

CHICYGO' IFFINOIS 60622 COMMONI'S MICH WE : TOTA MEET NOWTH AVENUE THE THISD PAINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

sionil/1

PERMANENT INDEX NO. 17-06-203-015-0000

which has the address of 1951 Sonep 23EP Conse

(Xip Code)

05909

Horas 3014 9/90 (page) of 6 pages)

| Content Code: 1-600-020-020 | Content Code: | Content Code: 1-600-020-020 | Code: XA7 | COde: 1-600-020-020 | COde: 1-600-020-020 | COde: 1-600-020 | COde

CICER

(Fall

TLAINOIS .. Single Pemily .. Female Mee/Freddle Mec UNIFORM INSTRUMENT

[Steect]

("Property Address");

COMMONI'X KNOWN VS: INTO MEST NORTH AVENUE PARCEL 2

CHICVEO' IF COESS

OFFICIAL COPY

UNOFFICIAL COPY

INOPFICIAL CO TOGETHER WITH all the improvements now or hereafter creeted on the property, and all casements, appurtenances, and flatures 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 seised of the estate 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

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:

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Punds") for: (a) yearly to Lender on the day monthly payments are due under the Note, until the Note is paid in Itill, a sum ("Funds") for; (a) yearly taxes and assessments which may attain priority over this Security Instrument as a iten on the Property; (b) yearly leasehold 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 accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These terms are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum immortance for a fortgally related mortgage is an amount sense. amount a lender for a federally related mortgage ioan may require for Borrower's eacrow account under the federal Real Estate To lement Procedures Act of 1974 as amended from time to time, 12 U.S.C. \$ 2601 et seq. ("RESPA"), unless another is that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount no we exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable of rates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Fund stall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, it Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a clarge. However, Lender may require Borrower to pay a one-time charge for an independent roal estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applier ole law requires interest to be paid, 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 Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each de jit to the Funds was made. The Funds are pledged as additional security for all sums

If the Funds held 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 forcow Item due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the property to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payment, at Lender's sole discretion.

These payment in full of all same accurate by his Security Instrument, Lender shall account to Borrower and

Upon payment in full of all sums secured by his Security Instrument, Lender shall promptly refund to Borrower any Upon payment in full of all sums secured by his Security Instrument, Lender shall promptly refund to Borrower any Upon payment in full of all sums secured by his Security Instrument, Lender shall promptly refund to Borrower any Upon payment in full of all sums secured by his Security Instrument, Lender shall promptly refund to Borrower any Upon payment in full of all sums secured by his Security Instrument, Lender shall promptly refund to Borrower any Upon payment in full of all sums secured by his Security Instrument, Lender shall promptly refund to Borrower any Upon payment in full of all sums secured by his Security Instrument, Lender shall promptly refund to Borrower any Upon payment in full of all sums secured by his Security Instrument, Lender shall promptly refund to Borrower any Upon payment in full of all sums secured by his Security Instrument, Lender shall promptly refund to Borrower any Upon payment in full of all sums secured by his Security Instrument, Lender shall promptly refund to Borrower any Upon payment in full of all sums secured by his Security Instrument, Lender shall promptly refund to Borrower any Upon payment in full of all sums secured by his Security Instrument, Lender shall promptly refund to Borrower any Upon payment in full of all sums secured by his Security Instrument, Lender shall promptly refund to Borrower any Upon payment in full of all sums secured by his Security Instrument, Lender shall promptly refund to Borrower any Upon payment in full of all sums secured by his Security Instrument, Lender shall promptly refund to Borrower any Upon payment in full of all sums secured by his Security Instrument, Lender shall promptly refund to Borrower any Upon payment in full statement in the security of the security in the security of the security sale of the Property, shall apply any Funds held by Lenger at the time of acquisition or sale as a credit against the sums

3. Application of Payments. Unless applicable law p.ov des otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attribute over this Security Instrument and leasabled naturality or ground sents if any Recomment. secured by this Security Instrument.

Property which may attain priority over this Security Instrument, and k ischelid payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if her paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable o Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreen and 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 kind lying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the subject of sections. 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 hen after erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any concerning including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and ITEM 1976L2 (9103)

Form 3014 9/90 (page 2 of 6 pages) Graci Lakon Sucinosa Forms, Inc. ■ Call: 1-808-830-8283 □ FAX 818-781-1131

110017616

UNOFFICIAL COPY .

for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If

posspone the due of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments is under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lenderto. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days that the continuous of this Security Instrument and shall continue to occupy the Borrower's relactions and descent after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, darrage impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if at y furfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in fore and of the Property or otherwise materially impair the lien created by this Security Instrument or Lender security interest. Forrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dimissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Preparty or other material importance of the increased by this Security Instrument or Lender's security Interest. Borrower skull also be in default if Borrower, during the loan application process, gave materially false or security interest. inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Notr, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee atte to the Property, the leasehold and the fee title shall not merge unless Lander

agrees to the merger in writing.

7. Protection of Lender's Rights in the property. 7. Protection of Lender's Rights in the 'resperty. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, problem for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is no essay to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any summer secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this negarizable.

take action under this paragraph 7, Lender does not have to do 30.

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

requesting payment.
8. Mortgage Insurance. 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect, if, for any reason, the mortgage insurance coverage required by Lender lapses or comes to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortal insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance provided in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverng is not available, Borrower shall pay to insurer approved by Lender. It substantially equivalent mortgage insurance covering as not available, norrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain here payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the spain of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an it surer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect or to required to maintain the requirement for recording insurance and in secondaries with any welltan effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accurdance with any written agreement between Borrower and Lender or applicable law.

Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shirt give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

The proceeds of any award or claim for damages, direct or consequential, in connection wi 10. Condemnation. Form 3014 9/90 (page 3 of 6 page ITEM 1876L3 (9103)

110017616

UNOFFICIAL COPY

applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had pays Lender all sums which then would be due under this Security Instrument and the riole as it no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to 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 Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice

will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal a vidential uses and to maintenance of the Property.

For ver shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental governmental or regulatory Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, we say removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower

shall prompt! to e all necessary remedial actions in accordance with Environmental Law.

As used in the caragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pet

NON-UNIPORM COVI NANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Rememba. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agrees on in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides out erwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration on 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 reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by Judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Balance There payment of all sums secured by the security in of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

Instrument without charge to Borrower. Borrower shall pay any recredation costs.

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

em. -/6/7/S O///CC Form 3014 9/90 (page 5 of 6 pages) Great Lakes Business Forms, Inc. III Call: 1-800-830-8503 CJ FAX 610-761-1131 110017616

ITEM 1876LE (9103)

UNOFFICIAL COPY

any condemnation or other taking of any part of the Property, or for conveyance in Heu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums which the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, secured by this Security Instrument immediately before the amount of the proceeds multiplied by the following the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following 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 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 secured by this Security Instrument whether or not the sums

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

Il. Borrower Not Released: Forbearance By Lender Not a Walver. Entension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest. of son over 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 refuse to extend time for payment or shall be required as continuous proceedings against any successor in interest or return to extend time for payment or otherwise me diffy amortization of the sums secured by this Security Instrument by reason of any demand made by the original Burrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall original Burrower's successors in interest.

not be a water of or preclude the exercise of any right or remedy. 12. Success in and Assigns Bound; Joint and Severa! Liability; Co-signers. The covenants and agreements of this Security Instrument she'll bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of peragraph 17. Borrov or a covenants and agreements shall be joint and several. Any Borrower who co-signs this Security paragraph: 17. Bosto for a coveramina and agrociments state to joint and soveral. July Bostower with covariant and convey that Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the Borrower's interest in the Property under the terms of this Security Instrument or the Note without that forbear or make my accommodations with regard to the terms of this Security Instrument or the Note without that

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan Borrower's consent. charges, and that law is finally interpreted to that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any spins 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 propayment without any

14. Notices. Any notice to Borrower provided to in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law coolings use of another method. The notice shall be directed to the prepayment charge under the Note. Property Address or any other address Borrower design are by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have here given to Borrower or Lender when given as provided to the security Instrument shall be deemed to have here given to Borrower or Lender when given as provided

15. Governing Law; Severability. This Security Instrumer: 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 the least to be approach. declared to be severable.

14. Borrower's Copy. Borrower shall be given one conformed copy of any rick and of this Security Instrument.

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

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have he right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other lacked as Form 3014 9/90 (page 4 of 6 pages) ITEM 1876L4 (8103)

Great Labor Business Forms, Inc. To Order Call: 1-660-806-8560 (2) PAX 818-791-1131

110017616

UNOFFICIAL®C@P## 2 5

24. Riderl to this Security Instrument. If one or more this Security Instrument, the covenants and agreements of this Security Instrument. [Check applicable box(es)]	riciers are executed by Borrower and recorded together with h such rider shall be incorporated into and shall amend and Instrument as if the rider(s) were a part of this Security
Adjustable Rate Rider Condomin	ium Rider 1-4 Family Rider
Graduated Payment Rider Planned U	nit Development Rider Biweekly Payment Rider
	evernent Rider Second Home Rider
Other(s) [specify]	
BY SIGNING BELOW, Borrower accepts and agrees to the Security Instrument and in any rider(s) executed by Borrower a	e terms and covenants contained in pages 1 through 6 of this nd recorded with it.
	Witness:
Witness:	Williess.
Borrower -Borrower	ROSARIO GARBA Berrower
Social Sector Jumber 467-84-6974	Social Security Number 340-52-8773
(Scal)	(Scal)
Borrower	-Borrower
Social Security Number	Social Security Number
	COOK County ss:
STATE OF ILLINOIS,	
I, MARTHA PATRICIA RIMINEE	, a Notary Public in and for said county and state,
do hereby certify that	
JORGE GARZA and ROSARIO GARZA, his wife personall, known to	ine to be the same person(s) whose name(s)
subscribed to the foregoing instrument, appeared before me this	s day in person, and acknowledged that they signed
and delivered the said instrument as their	free and voluntary act, for the uses and purposes therein set
SER GOLLACION THE SERVE HISTORINAL TO THE COMMAND	7
forth.	
Given under my hand and official seal, this	2nd day of AUG. 1991
My Commission expires: AUG. 21, 1993	0
" OFFICIAL SEAL ")	1 Men Patrice Ramilla.
MARTHA PATRICIA RAMIREZE NOTARY PUBLIC STATE OF ILLINOIS	A PATRICIA RAMIREZ Notary Public
This instrument was prepared by This instrument was prepared b	0.5
SECURITY FEDERAL SAVINGS & LOAN ASSOCIATI	ON OF CHICAGO
(Name) 1209 N. MILWAUREE AVE., CHICAGO, ILLINOIS	60622
(Address)	CV .
ITEM 1876L6 (\$105)	Form 3014 9/90 (page 6 of 6 pages)
	Orest Lakes Business Forms, Inc. The Transport of the Control of t



UNOFFICIAL GOPY