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Cook County Recorder

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COOK COUNTY

arvare Symmy's Frank . RECORDER
S Admians Rd State to JESSE WHITE
MINOR DE 19310 ROLLING MEADOWS
MORTGAGE
THIS MORTUNGE ("Security Instrument") is given on JUNE 30TH
The mor 24 or in DAVID (ARCHARD) This Security Institution is given to DELAWARE
SAVINGS BANK, FST. which is organized and existing upday the laws of THE CALTED STATES OF AMERICA, and whose address is .9.21 N. ORANGE STREET, WILMINGTON DE 9801 ("Lander").
Borrower owes Lender the principal sun: of SEVENTY FIVE THOUSAND. Powers (U.S.S. 75,000.00). This debt is evidenced by Burrower's note
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid sertier, due and payable on
secures to Lender: (a) the repayment of the 0.50, evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covernants and agreements under this Security Instrument and the Note. For this purpose, Borrower noes hereby montage, grant and convey in Lender the following described property located in
SEE LEGAL DESCRIPTION ATTACHED
7838 S. EMERALD CHICAGO

ILLINOIS - Single Family - Fannie Maer Fraddle Mac UNIFORM INSTRUMENT 141014(4) Page Linfa DCIL511 0.6 FIRST DATA SYSTEMS, INC.

Form 2014 9/90

1015) 301-8404



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

I. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the dept evidenced by the Note and any prepayment and fate 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 Lander on the day monthly payments are due under the Note, until the Note is paid in fell, a sum ("Funds") for (a) yearly taxes and assessments which may attain priority over this Security Instrument at a lien on the Property; (b) yearly leasehold dayments or ground rents on the Propeny, if any, (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (l) any sums payable by Borrower to Lunder, in accordance with the previsions of paragraph d, in lies of the payment of mortgage insurance premiums. These tiems are called "Escrow Items." Lender may, at any time, collect 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 excrow account under the federal Real fistate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another has hat 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. Londer may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Figure shall be held in an institution whose deposits are insured by a fuderal agency, instrumentality, or entity (including Lender). Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the excrowater is. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the excrowaceount, or venfying or to from heme, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. At lovever, Lender may require Borrower to pay a one-time charge for an independent real entance tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable 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 arrival accounting of the Funds, showing credits and debits in the Funds and the purpose for which each debit to the Funds was nade. The Funds are piedged as additional security for the sums secured by this Security

Instrument.

If the Funds held by Lender excited the unounts permined to be held by applicable law. Lender shall account in 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 Item's when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to hake up the deficiency. Borrower shall make up the deficiency in no muse than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Institutions. Londer shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall sequire or sell the Property, Lender, prior to the sequisition or sale of the Property, shall apply any Funds held by Lender with time of acquisition or sale as a credit 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: Crst, to any prepayment charge, due under the Note; second, to amounts payable under

pursuraph 2, third, to interest due; fruith, to principal due; and last, to any late charges due under the Note.

4. Chargest Lieas. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner. Borrower shall 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 readings evidencing the payments.

Garager shall promptly discharge any tien which has prigrity over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to I ender; (b) contests in good faith the lien by, or defends against enforcement of the lien in legal proceedings which in the Conder's opinion operate in prevent the enforcement of the lien; or (c) securing from the holder of the lien an agreement saw the tory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of Property is saweet to a lien which may altern priority over this Security Instrument, Lender may give Borrower a notice identifying the first. Borrower shall satisfy the tien or take one or more of the actions set torth above within 10 days of the giving of notice.

S. Hazard or Property Insurince. Borrower shall keep the improvements now existing or necessiter erected unthe Property insured against loss by fire, hazards included within the term "extended enverage" and any other hazards including floods or flooding, for which Lemier requires insurance. This insurance shall be maintained in the amounts and

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for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lunder'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 Lander's rights in the Property in accordance with paragraph 7.

All traurance policies and renewals shall be acceptable to Lander and shall include a standard managing clause. Lunder shall have the right to hold the policies and renewals. If Lander requires, Borrower shall promptly give to Lander all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insertance currier and

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

Unless Landar and Borrower inherwise agree in writing, insurance proceeds shall be applied to contration or repair of the Property damaged, if the restoration or repair is economically feasible and Lendar's security is not lessaned. If the restoration or repair is not economically feasible or Landar's security would be lessaned, the insurance proceeds shall be applied to the sums secured by this Security Insurance, whether or not then due, with any excess paid to Berrower. If Retrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance currier has influence sented a claim, then Lender may eaties; the insurance proceeds Lunder 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 Bornower 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 inquired by Lender, Bornower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Londer to the extent of the same secured by this Security

Instrument introduces a prior to the auquisition.

6. Occupancy, Pesservation Maintenance and Protection of the Property Barrawer's Loan Application: Leavoholds. Borrower shall occupy, combilish, and use the Property as Borrower's principal residence within sixty days after the execution of this Sicurity 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 unlessonably withheld, or unless of coupancy, unless Lender otherwise agrees in writing, which consent shall not destroy, damage or impair the Property, allow the Property to descripte, or commit waste on the Property. Uncrower shall not destroy, damage or impair the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security information. Borrower may early authorized coloring to be dismissed with a rail of the Lender's good faith determination, proclides forfeiture of the Borrower's information of statements to Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inacturate information or statements to Lender (c' failed to provide lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations cohecoming Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a last-hold, Borrower shall comply with all the provisions of the lease. If Borrower acquires for other to the Property, the leasehold and the item title shall not merge unless Londer agrees to the merger in writing.

7. Protection of Londer's Rights in the Property. If the ower fails to perform the covenants and surcements contained in this Security Instrument, or there is a legal proceeding in a may significantly affect Lunder's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation of inferior or to enforce laws or regulations), then Lunder may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's according any sums secured by a firm which has printing over, this Security Instrument, appearing in count, paying reasonable attorneys' fees and entering on the Property to make ropy to. Although Lender may take action under

this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Leatler under this paragraph 7 shall become add monel debt of Borrower secured by this Security Instrument. Unless Borrower and Leader agide to other terms of payment, these amounts whall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Leader to Borrower requesting

payment.

8. Mortgage Insurance. If Linder required mortgage insurance as a condition of miking the loan sequend by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage maintain in effect. If, for any reason, the mortgage insurance coverage required by Lander lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantial y equivalent to the mortgage insurance previously in effect, as a continuous equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance average is not available. Borrower shall pay to Lander 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 accopt, use and retain these payments as a loss reserve in field of mortgage insurance. Love reserve payments may no longer be required, at the option of Lender, it mortgage insurance goverage to

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the amount and for the period that Lender required provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mongage insurance ends in accordance with any written agreement between Burrower and Cander or applies bie law.

9. Inspection. Lender or its agent may make reasonable entities upon and inspections of the Property. Lender shall

give Homower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The products 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 Lander.

In the event of a total taking after a Property, the proceeds shall be applied to the sums secured by this Security Institutent, whether or not then due, with any excess paid to Bomower. 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 sucured by this Society Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be radiced by the amount of the proceeds multiplied by the following fraction; (4) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Propeny immediate), by fore the taking. Any bulance shall be paid to Borrower. In the event of a panial taking of the Property In which the littr murket value of the Property immediately before the taking is long than the amount of the sums society immediately noture the taking, unless Boltower and Lender otherwise agree in writing or unless applicable law intherwise pro-

vides, the proceed shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. If the Proc my is abandoned by Borrower, or if, after notice by Lender to Harrower that the condennate to make an award or selfice claim for damages. Borrower fails to respond to Lander within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, it its option, either to restorated or repair of the Property

or to the sums secured by the Socurity Instrument, whether or not then due.

Unless Lender and B mower 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.

11. Burrower Not Released, Firbearance By Lender Not a Waiver. Ilxtonsion of the time for paymont or medification of amortization of the sun's secured 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. Lunder shall not be required to commence probable against any successor in interest or reduse to extend time for payment or otherwise modify amortization of the sums iscured by this Security Institution by reason of any demand made by the Original Borrower or Borrower's successors in interest only forheatings by Lender in exercising any right or remedy shall not be a wayer of or produce the exercise of any right, or remedy.

12. Successors and Assigns Baund; Joint and General Liability; Co-signers. The government and agreements of this Security Instrument shall bind and benefit the sec jessers and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements and be joint and several. Any Borrower who co-signs this Sugarity Instrument but does not execute the Note: (a) is 40-ingning the occurry instrument only to moregage, grant and entry that Borrower's interest in the Property under the terms of this society instrument; (b) is not personally obligated to pay the sams secured by this Security Instrument; and (e) agrees that Lender and any other Borrower may agree to extend, modify, forboar or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's

13. Loan Charges. If the loan secured by this Security Instrument it subject to a law which sets maximum foun 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, then: (a) any such loan charge shall be reduced by the amount necessary to reduce one charge to the permitted limit; and (b) any sums already collected from thomewor which exceeded permitted limits will be religited to Borrower. Landar may choose to make this refund by requeing the nonrinal award under the Note or by making a direct payment to Bomower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any propayment charge under the Note.

14. Notices. Any notice to Borrowar provided for in this Security Instrument shall be given by delivering it of by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address. Borrower designance by nution to Lander, Any notice in lander shall be given by first class mail to Lander's address stated herein or any other address Lander designates by notice to Burrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Bottower or Lander when given as provided

in this paragraph,

15. Coverning Law: Severability. This Security Instrument shall be governed by federal law 2000 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 which 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 Nord and declared to be severable.

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16. Borrower's Copy. Borrower shall be given one conformed copy of the Nata and of this Sauurity Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred for if a beneficial interest in Borrower is sold or transferred and Ihrrower is not a natural person) without Lendon's prior write a consent, Lendon may, at its option, require immediate payment in fall of all sums shoured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal faw as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Society Instrument. If Borrower fails to gay these sums prior to the expiration of this period, Lender may invoke

any remadus permitted by this Security Instrument without further notice of demand on Horrower.

18. Borrower's Right to Reinitate. If Borrower meets certain conditions. Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinitationment) 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 funder all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred, (b) tures any default of thy other covenants or agreements; (c) pays all expenses (neutred in enforcing this Security Instrument, including, but not limited to, reasonable attentions; fees; and (d) takes such action as Lender may reasonably require to ask to 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 herapy shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall lot apply in the case of acceleration under paragraph 17.

19. Sale of Note: Change of Lian Services. The Note of a partial interest in the Note (together with this Security Instrument) may be sold only of more limes without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Services") that collects monthly payments due under the Note and this Security Institutent. There also may be one or more changes of the Loan Services unrelated to a sale of the Note. If there is a change of the Loan Services, Borrower will be given within 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 Services and the address to which payments should be made.

The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Economic shall not cause or permit the presence, use, disposal, storage, or release of any flavardous 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 finvitor abital Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of flavardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private pure involving the Property and any Hazardous Substance or Invironmental Law of which Borrower has actual knowledge. It Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of 200 Hazardous Substance affecting the Property is necessary.

Borrower shall promptly take all necessary remedial actions in actordance with linvironmental Law.

As used in this paragraph 20, "I agardous Substances" are then substances defined as toxic or hazardous substances by Environmental Law and the following substances; gasoline, kerosche, other flammable or toxic petroleum products, toxic pescuides and herbicides, volatile solvints, materials containing ascertos of formaldahyde, and radioactive materials. As used in this paragraph 20, "Invironmental Law" means federal laws 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 covens in 3 kt agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Burrower pring by acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to pageteration under paragraph 17 unless applicable law provided otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 ways from the date the notice is given to Borrower, by which the default must be evered; 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 all of the Property. The interest further inform Borrower of the right to entire a further inform Borrower of the right to entire a further defense of a default or any other defense of Borrower to acceleration and investigure. If the default is not cured on or hefore the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by this Security is strument without further demand and may foreclose this Security instrument by judicial proceeding. Lender shall be entitled to enforce all expenses incurred in pursuing the retricties provided in this paragraph 21, including, but not limited to, easts of title evidence.

32. Release. Upon payment of all sams secured by this Security Instrument, Londor shall release this Security

Instrument without charge to Borrower. Borrower shall pay any recordation dust.

35. We over of Plannestead. Bostower waives all rights of homestead exemption in the Property

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24. Riders to this Security I settler	nent. If one or more inders are executed by	Borrower and recorded ingether
- With this Sectional Instrument for corresser	s and agreements of each such rider shall be it s of this Security Instrument as if the rider(s) wer	Barrisson Charel Coles a Ballackall
[Check applicable box(cs)]	s of this occurry institution; as it the fidules, wer	e a pan of this becurity institutions.
Adjustable Rate Rider	Condominum Rider	1-4 Family Ridge
Graduated Payment Ruder	Planned Unit Development Rider	Biweekly Payment Rider
₩ Balloon Rider	Raio Improvement Rider	Second Home Rider
Warre Original (abrealth)	YMENT RIDER	
BY SIGNING BELOW, Borrower at and in any inder(s) executed by Borrower at	icapts and agrees to the terms and covergons cor no recorded with it.	nained in this Security Instrument
Witnesses		
^	(1) Te	16.00
	DAVID GARGANG	-Barawer
6	Social Security Number	344-62-3462
		(Scal)
O _A		Jorrower
	Social Security Number	
	the Selver This Line For Astrophiedgement]	
STATE OF ILLINOIS. KALTE COUNTY	rsg:	
I TENRY C. KI	gly, a notacy public, in and	For the courty and
State aforesaid. Po Hereby Cr.	wify That	tor che dodnoy and
	GAR GANO	
	CITIE OTTIVO	
perhonally known to me to be t	the sure person whose names are	subscribed to the
foregoing instrument, appeared	l before on this day in person ,	and acknowledged that
act for the uses and burneses	ered the said instrument as the thorein set forth, including the	eir free and voluntary
of the right of homestead.		
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EXHIBIT A

THE SOUTH 16 FEET OF LOT 10 AND THE NORTH 8 FEET OF LOT 11 IN BLOCK 4 IN STORKE'S SUBDIVISION OF AUBURN, A RESUBDIVISION OF BLOCKS 1-16 IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 7838 EMERALD; CHICAGO, IL 60649 TAX MAP OR PARCEL ID NO.: 20-28-321-026

Property of Cook County Clark's Office

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BALLOON PAYMENT RIDER TO NOTE AND SECURITY INSTRUMENT

day of JUNE 1998 and amends (the "Note") made by the person(s) who sign	a Note in the amount of \$.75.000.00	
Deed (the "Security Instrument") dated the soft the Note.	ender") and the Mortgage, Deed of Trust or Securesame date and given by Sorrower to secure repayments	en
In addition to the agreements and provision. Borrower and Lender further agree as follow	s made in the Note and the Security Instrument, bows;	ati
UN'A'D PRINCIPAL BALANCE OF THE L A "BALLDON PAYMENT". THE LENDER LOAN AT THAT TIME.	TE"), BORROWER MUST REPAY THE ENTINE OAN AND INTEREST THEN DUE. THIS IS CALLED IS UNDER NO OSLIGATION TO REFINANCE THE)
Lender must sand (sorrewer a notice which si	hundred twenty (120) days prior to the Maturity Datates the Maturity Data and the amount of the "ballo Date (assuming all scheduled payments due between are made on time).	Qr
Witness Cole	Borrower DAVID GARGANO	ai)
Witness	Borrower (Sea	ai)
Witness	Barrower (See	al)
Witness	Bolcower (Sea	ll)

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1-4 FAMILY RIDER

Assignment of Rents

Loan Number: 9801122

THIS 14 FAMILY RIDER is made this 30th day of June 1998, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to

secure Borrower's Note to
DELAWARE SAVINGS BANK, I'SB

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

7838 S. EMERALD, CHICAGO, IL 60620

(Property Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument do nower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter 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, which, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, both tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, direct, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mandes, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this late Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal 'aw, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Frozerty without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covol ant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleter. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender, all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to mostify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a lease hold.

MULTISTATE 1-4 FAMILY RIDER-Finance MassFreddle Mac Uniform Lastrument

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To Order City: 1-900-530-9393 (2) Fax 618-791-1131

ITEM 1790L1 (9612)

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H. ASSIGNMENT OF RENT'S; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower 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 authorizes 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 tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower. (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security 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 unpaid to Lender or Lender's agents 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, by not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, renew and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be hable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits deniver from the Property without any showing as to the inadequacy of the Property as security.

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 Property and of collecting the Property and purposes shall become indebtedness of Borrower to Lend it secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants in t Borrower has not executed any prior assignment of the Rents and has not and will not perform any account would prevent Lender from exercising its rights under this paragraph.

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

I. CROSS-DEFAULT PRO\TSION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security list, uncent and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and povenants contained in pages 1 and 2 of this 1-4 Family Rider.

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(Sea)	(Seal)	`	
- Pyrowe	-Borrower		
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Form 3170 9/9			
QREATLAND To Order Call: 1-\$00-530-9383 □ Fax 616-781-113	(Page 2 of 2 pages)	ITEM 1799L2 (9612)	ITEM 1:

UNOFFICIAL CO3P8593327

1998-07-10 15:35:17

Cook County Recorder

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COOK COUNTY RECORDER JESSE WHITE ROLLING MEADOWS

MORTGAGE

412224 If box is checked, this mortgage secures future advances. THIS MORTGAGE is made this 67H day of JULY 19 98, between the Mortgagor, ZORATDA BONILLA (herein "Borrower"), and Mortgagee HOUSEHOLD FINANCE CORPORATION III a corporation organized and existing under the laws of DELAWARE 4747 N HARLEM AVENUE, HOLIDAY PLAZA, #C, HARWOOD HEIGH, IL (herein "Lender"). The following paragraph preceded by a checked box is applicable. WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 13,955.93 evidenced by Borrower's Loan Agreement dated JULY 5, 1998 and any extensions or renewals thereof (including those pursuant to any Renegotiable Rate Agree.p.nt) (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on JULY 6, 2008 WHEREAS, Borrower is indebted to Lender in the principal sum of \$ much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated and extensions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and under the terms specified in the Note, including any adjustments in the interest rate if that rate is variable, and providing for a credit limit stated in the principal sum above and an initial advance of \$ TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the Note with interest thereon, including any increases if the contract rate is variable; (2) future advances under any Revolving Loan Agreement; (3) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and (4) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the County property following described State of Illinois: COOK CONTINUED ON ATTACHED EXHIBIT A ELMWOOD PARK which has the address of 2610 N NEW ENGLAND AVE. (Street) Illinois 60707-1731 (herein "Property Address");

(Zip Code)

08-01-97 Mortgage IL

ORIGINAL

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-2-

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all

claims and demands, subject to encumbrances of record.

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

1. Payment of Principal and Interest. This mortgage secures all payments of principal and interest and other amounts as provided in the Note. The contract rate of interest and payment amounts may be subject to change as provided in the note. Borrowers shall promptly pay when due all amounts required by the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or waiver by Lender, Borrower shall pay to Lender on the day nonthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum therein "Punds") equal to one-twelfth of the yearly taxes and assessments (including condominium and starned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly tremium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground reads. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and these such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual scrounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the 'uture monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to cay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any arction necessary to make up the

deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is of terwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property of its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. All payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2

hereof, then to interest, and then to the principal.

4. Prior Mortgages and Deed of Trust: Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other

hazarda as Lender may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. 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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration

or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the contract rate, shall become additional indebtedness of Borrowe secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 chail require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may take or cause to be made resmonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor

related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for dranages, direct or consequential, in connection with any condemnation or other taking of the Property, or react thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of

trust or other security agreement with a lien which has priority over this Montrage.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Pederal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the

time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender, Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of may rights, claims or defenses which Borrower may have against parties who supply labor,

materials or services in connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by or eration of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Econower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an intervivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Londer may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hersof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or

demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by indicial 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage;

(c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of mana tement of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without

charge to Borrower. Borrover shall pay all costs of recordation, if any.

21. Waiver of Homestead. Sorrower hereby waives all right of homestead exemption in the Property under state or Pederal law.

IN WITNESS WHEREOF, Borrower has execute	ed this Mortgage.
	ZORAIDA BONILLA Borrower
	Borrower
STATE OF ILLINOIS, COOK	County ss;
ZORAIDA BONILLA personally known to me to be the same person(instrument, appeared before me this day in per delivered the said instrument as purposes therin set forth.	3,
Given under my hand and official seal, this 67 My Commission expires:	TH day of JULY 19 98 . Notary Public
"OFFICIAL SEAL" SANDRA GARCIA NOTARY PUBLIC, STATE OF ILLINOIS COOK COUNTY MY COMMISSION EXPIRES OCT. 17, 2000	This instrument was prepared by: SANDRA GARCIA (Name) 4747 N.HARLEM HARWOOD HTS IL 60656 (Address)

05-01-97 Mortgage IL

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(Space Below This Line Reserved For Lender and Recorder)-

Return To: Records Processing Services 577 Lamont Road Elmhurst, IL 60126

Property of Cook County Clark's Office

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EXHIBIT A (PAGE 1)

LOT 19 AND THE NORTH 5 FEET OF LOT 20 IN BLOCK 3 IN E.E. REED'S MONT CLARE SUBDIVISIONN OF THE WEST 1/2 OF THE EAST 2/3 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 30. TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX 10# 13-30-313-036

Property of Cook County Clark's Office