Product 44713IL

1998-08-25 12:16:03

Cock County Recorder

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MORTCACE	

MORIGAGE	
THIS MORTGAGE ("Security instrument") is given on june 19.  19 98 The mortgagor is Pablo Garcia and Ma. Emelia Garcia, his wife and Maria Luz Garcia	a,
an unmarried woman ("Se nower"). This Security Instrument is given to	
ST. ANTHONY BANK, A FEDERAL SAVINGS BANK which is organized and existing uncer the law of the United States of America	
("Lender"). Borrower owes Lender the principal sum of one hundred fifty nine thousand and no/100	note
earlier, due and payable onJuly_1_2028This Section of the control	urity
Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the securit this Security Instrument; and (c) the performance of Borrower's covena its and agreements under this Security Instrument and Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lander the following described property locate Cook.  County, Illing	and ly of I the ed in
LOT 36 IN BLOCK 12 IN WILLIAMS A. BOND AND COMPANY'S ARCHER HOME ADDITION BEING RESUBDIVISION OF BLOCKS 1 TO 16 INCLUSIVE IN WILLIAM A. BOND'S SUBDIVISION OF THE EAST 0F THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.	AST
PIN NO. 19-10-220-005	
CO	
which has the address of 4913 5. Keeler Avenue Chicago [Gip]	···· •
Illinois 60632 ("Property Address"):	
RG MEG initials MLG	
ILLINOIS—Single Family—Fannie Mac/Freddie Mac UNIFORM INSTRUMENT FORM 3014 9/90 /puge 1 of 6 pe	CPF1)

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

BORROWER COVENANTS that Borrower is lawfully 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 encumbrances of record.

This Security Institutes 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. BOSTOWER 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 debi evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien 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, and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lies of the payment of mortgage insurance premiums. These items 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 secrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 (1874), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and re so table estimates of expenditures of future Escrow Items or otherwise in accordance with applicable

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if 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 helding 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 charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate 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 at y interest or carnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid or, 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 debit to the Funds was made. The Funds are pledged as additional security for all sums secured withis Security Instrument.

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 are. If the amount of the bunds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency Borrower shall make up the deficiency in no more than twelve monthly

payments, at Lender's sole discretion.

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

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender ender 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 attain priority over this Security Instrument, and leasehold payments or ground rents, if any. do tower 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 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 man ter acceptable to Lender; (b) contests in good faith the lien by, or defends against enfercement 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 agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the 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 hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be M. E. Ginitals M. L. G.

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Product 44713IL

FORM 3014 \$/90 (page 2 of 6 pages)

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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 ahandons 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 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; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyon? Fortower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by cousing the actic's or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower space est in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrow a shall also be in default if Borrower, during the loan application process. gave materially false or inaccurate information or statements in Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leaschold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and 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 bankruptey, probate, for condemnation or forfeiture or to enforce taws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a 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 too's paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall 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. 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 cason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender,

ILLINOIS—Single Family—Fonnie Mac/Freddie Mac UNIFORM INSTRUMENT
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M.F.G

Initials M-L-D

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In the event of a total taking of the Copert, no proceed shall be upilled to the sum, ecured 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 in mediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, and 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 are then due.

If the Property is abandoned by Borrower, or if, after notice by Leader 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.

- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sum's occurred by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender, in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bour is Joint and Several Liability: Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the excessors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forhear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent
- 13. Loan Charges. If the loan secured by this Security in argument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charge; collected or to be collected in connection with the foan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed a permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note, or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without my prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument, shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's oldress stated herein or any other address Lender designates by notice to Berrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraps.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not effect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
  - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment 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 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 this Security Instrument.-If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. 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 reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enfoncing this Security Instrument. Those conditio is 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 occurred; (b) cures any default of any other covenants or agreements; (e) pays all expenses incurred in enforcing This Security Instrument, including, but not limited to, reasonable

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Product 44713/L 1994

M. E. G Initials M. L. G
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Product 447131L ILLINOIS—Single Family—Fannie MacFreddie Mac Uniform ing

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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 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17. unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue anomeys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security. Instrumenty

Servicer and the address to which payments should be made. The notice will also contain any other information required by of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan 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 Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes

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

Borrower shall prompily give Lender written notice of any investigation, claim, demand, lawsuit et other action by any to maintenance of the Property.

necessary remedial states in accordance with Environmental Law. removal or other ten ediation of any Hazardous Substance affecting the Propeny is necessary. Borrower shall promptly take all which Borrow has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any governments! or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of

As used in the partition 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by

or environmental protection. 20, "Environmental Law" means foderal laws and laws of the jurisdiction where the Property is located that relate to health, safety and herbicides, volatile solvents, materials containing ashestos or formaldehyde, and radioactive materials. As used in this paragraph Environmental Law and the Jatowing substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides

Nox-Unitogal Coverants. Borrower and Lender further covenant and agree as follows:

further demand and may forcelose this Security Instrument by Justicial proceeding. Lender shall be entitled to collect all notice, Leader at its option may require immediate payment in fall at sums secured by this Security Instrument without other defense of Borrower to acceleration and forcelosure. It is default is not cured on or before the date specified in the right to reinstate after acceleration and the right to asset in the forcelosure proceeding the non-existence of a default or any Instrument, foreclosure by judicial proceeding and saic or the Property. The notice shall further inform Borrower of the cure the default on or before the date specified in the no ice may nesult in acceleration of the sums secured by this Security less than 30 days from the date the notice is given, to knower, by which the default must be cured; and (d) that failure to law provides otherwise). The notice shall specify (a) the default; (b) the action required to cure the default; (c) a date, not any covenant or agreement in this Security Lettument (but not prior to acceleration under paragraph 17 unless applicable 31. Acceleration; Remedies. Lend-r shall give notice to Borrower prior to acceleration following Borrower's breach of

without charge to Borrower. Borrower shall pay any recordation costs. 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument attorneys' fees and costs of title evidence. expenses incurred in pursuing the remedies provided in this paragrap's 21, including, but not limited to, reasonable

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

[Check applicable box(es)] the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. Security Instrument, the covenants and agreements of each such rider shall be incorporated and shall amend and supplement

13 Condominium Rider Tabin Stell slabble Rate Rider

Other(s) (specify)			
Balloon Rider	Mate Im	] cr	Second Home Rider
Graduated Payment Rider	Danned 🔲	Inent Rider	Biweekly Payment Ride
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UNOFFICIAL CO 98754231 - 1/1 'odeonica and summa and summa sum similar and summa sum figures 3 of figures 3 FORM 3016 9/90 (park 6 of 6 parks) ILLINOIS-Singlo Family-Fannie MacFitchdie Mac UNIFORM INSTRUMENT CICERO, ILLINOIS 60804 2310 M. CERMAK ROAD A rederal Savings Bank MAIL ST. ANTHONY BANK (Cesnella dannies) Stopology Of Co. This instrument was prepared by and maid, to: "St, Mart long, Bank, A Federal Savings Bank Aly Commission Expires: Witness my hand and official seal this ..... 8361 before me and is (arc.) and an or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument to be the executed same, and clear said instrument to be (bit, br., fixe)

(bit, br., fixe)

(bit, br., fixe)

(bit, br., fixe)

and deed and that the County and trate, do hereby carify that in and for said county and trate, do hereby carify that

(Space Below This-Line For Acknowledgement)

BY SIGMEG BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any

tider(s) executed E3 Borrower and recorded with it.

ADJUSTABLE RATE FICIAL COPTS4231 Page 7 of F

## LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE, INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

Form 95-27 Turn Key

This Rider is made this 19th day of	June	.a 98	and is incorporated into and shall
be deemed to amend and supplement the Morgage, Deed of Trust, or D "Borrower" to secure Borrower's Notic to 3t. Anthony Bank, a federal s	Deed to Secure Debt (the "Se	icurity instrument") of the sa of the same date (the "Note	une date given by the undersigned (the ") and covering the property described
Q <sub>/X</sub>		perty Address	
Modifications. In addition to the covenants and ogreements made	in the Security Instrument, B	orrower and Lender further	covenant and agree as follows:
A. INTEREST RATE AND MONTHLY PAYMENT CHANGES  The Note has an "initial interest Rate" of 7.6256. The Note rate  AURUST  Changes in the interest rate are governed by changes in an interest	e no in every 36 mont	ths thereafter.	day of the month beginning on
(Check one box to indicate Index.)  (1) The "Contract Interest Rate, Purchase of Previously Occupied Home (2) Ship 3 Year T-Bill plus 2-1/2%			d by the Federal Home Loan Bank Board.
(Check one box to indicate whether there is any maximum limit on changes in (1)	any Change Date. percentage points at any Cha	wer. Dale.	
B. LOAN CHARGES It could be that the loan secured by the Security Instrument is subjet other loan charges collected or to be collected in connection with the loan by the amount necessary to reduce the charge to the permitted limit; and to Borrower. Lender may choose to make this refund by reducing the process.	would exceed permitted limit t (B) any sums already collect	s. If this is the case, then (A ted from Borrower which ex	Privisuch loan charge shall be reduced to ded permitted limits will be refunded
C. PRIOR LIENS  If Lender determines that all or any part of the sums secured by this may send Borrower a notice identifying that lien. Borrower shall promptly secure an agreement in a form satisfactory to Lender subordinating that	act with regard to that lien as	provided in paragraph 4 of t	
D. TRANSFER OF THE PROPERTY  If there is a transfer of the Property subject to paragraph 17 of the S increase in (or removal of) the limit on the amount of any one interest rate of Lender's waiving the option to accelerate provided in paragraph 17.  By signing this, Borrower agrees to all of the above.	ecurity Instrument, Lender m change (if there is a limit), or	ay require (1) an increase in (3) a change in the Base Inc	the current Note interest rate, or (2) an fex figure, or all of these, as a condition
	Pablo Ga	o Barco	(Seal) —Bortower
	mail	milia Have	(Sez)
*If more than one box is checked or if no box is checked, the Lender an	Ma. Eme 1 17/1 of Borrower of the Disease	aper fus aper fus	Hoycur -Borrower  tex named will excelv.

## UNOFFICIAL COPY

Property of Cook County Clerk's Office

## UNOFFICIAL COPY 1 Fage 2 of 5

## 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made	this 19th, day of	June	
and is incorporated into and shall be deeme	ed to amend and supple	ment the Mortgage.	Deed of Trust or Security Deed
(the "Security Instrument") of the same da St. Anthony Bank, A Federa	te given by the undersign Savings Bank	ened (the "Borrower	") to secure Borrower's Note to (the "Lender")
of the same date and covering the Proper			
4913 S. Keeler Avenue C	nicago, Illinois	60632	***********************
	[Property Address		

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

- A. ADDITIONAL PLOPERTY 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 Soc city 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, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water beaters, water closets, sinks, ranges, stoves, refrigery or, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling 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) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."
- B. USE OF PROPERTY: COMPLIANCE WITH LAW Bor ower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Leader 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 law, Eorgover shall not allow any lien inferior to the Security Instrument to be perfected against the Property 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 Covenant 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 deleted. 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 or Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall eave the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As and in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. 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.

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of collecting the Rents any funds expended by Lender for such purposes shall become indebtoduers of Borrower to If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security. Lander shall be emitted to have a receiver appointed to take possession of and manage the Property and collect the agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's receiver's free, premiums on rocciver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments of taking control of and managing the Property and or llecting the Rents, including, but not limited to, attorney's fees, plicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenum; (iv) unless apto collect and receive all of the Rents of the Property. (iii) Borrower agrees that each tenant of the Property shall pay for the benefit of Leader only, to be applied to the sums secured by the Security Instrument; (ii) Leader shall be entitled If Lender gives notice of breach to Borrower: (i) all Reats received by Borrower shall be held by Borrower as trustee

Borrower opresents and warrants that Borrower has not executed any prior assignment of the Rents and has not Lender served by the Security Instrument pursuant to Uniform Coverant 7.

or a judicially appointed exerver, may do so at any time when a default occurs. Any application of Rents shall not or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents Lender, or tender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of and will not certorm any act that would prevent Lender from exercising its rights under this paragraph.

shall terminate when all the Juny accured by the Socurity Instrument are paid in full. cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rema of the Property

has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted 1. CRUSS-DEFAULT PROVESDN. Borrower's default or breach under any note or agreenent in which Lender

BY SIGNING BELOW. Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

by the Security Instrument.

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