

# UNOFFICIAL COPY

RECORD AND RETURN TO:  
DORAL MONEY, INC. (USA)

8700 WEST BRYN MAWR-SUITE 800-S  
CHICAGO, ILLINOIS 60631

98777616

9656/0144 27 001 Page 1 of 9  
1998-09-01 12:06:30  
Cook County Recorder 37.50

Prepared by:  
PATTI G. GRANT  
CHICAGO, IL 60631

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## MORTGAGE

(9)

THIS MORTGAGE ("Security Instrument") is given on AUGUST 24, 1998  
MARILYN E. CALDERON, MARRIED

. The mortgagor is

("Borrower"). This Security Instrument is given to  
DORAL MONEY, INC. (USA)

which is organized and existing under the laws of THE STATE OF DELAWARE  
address is 8700 WEST BRYN MAWR-SUITE 800-S  
CHICAGO, ILLINOIS 60631

("Lender"). Borrower owes Lender the principal sum of

EIGHTY THOUSAND AND 00/100

Dollars (U.S. \$ 80,000.00 ).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEMBER 1, 2018.  
This Security Instrument secures to Lender: (a) the repayment of the debt 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 covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:  
LOT 15 (EXCEPT THE WEST 15 FEET THEREOF) IN THE RESUBDIVISION OF LOTS 54 AND 57 IN THE TOWN OF BRIGHTON, IN THE SOUTHEAST QUARTER (1/4) OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

16-36-420-012

1st AMERICAN TITLE order # 2721111-AW  
1 of 1

Parcel ID #:

which has the address of 3747 SOUTH MAPLEWOOD AVENUE, CHICAGO  
Illinois 60632

Street, City,

Zip Code ("Property Address");

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9/90

Amended 8/95

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DPS 1090

Form 3014 S/90

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**BORROWER** shall promptly discharge any lien which has priority over this Security Instrument; (a) agrees to this Security Instrument that any part of the Property is subject to a lien which may attach prior to or after the date of the Note; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this instrument of the lien, or defends against enforcement proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the Borrower's right to the Property; (d) consents to the payment of the amount of the note by the Borrower.

If Borrower makes those payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

If the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, to the person provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the obligee in the manner acceptable to Lender, if any. Borrower shall pay any debt due under this paragraph.

which may attain priority over this Security Instrument, and leasehold payments of ground rent, if any. Borrower shall pay what may be applicable law provides otherwise, all payments received by Lender under paragraph 2.

**CHARGES; LIEN.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property, to interest due; fourth, to principal due; and last, to any late charges due under this Note.

1 and 2 shall be applied: first, to any prepayment charges due under this Note; second, to amounts payable under paragraph 2;

3. Application of Payment. Unless applicable law provides otherwise, all payments received by Lender under paragraph 2 of this Security Instrument.

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 2, Lender shall acquire or sell the Property, Lender, after the acquisition of the Property, shall make available to the Borrower the amount secured by this Security Instrument.

For the excess funds in accordance with the requirements of applicable law, Lender shall account to Borrower at any time it is not sufficient to pay the Escrow items when due, Lender may not notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than twelve months.

If the Funds held by Lender exceed the amounts permitted to be held by law, Lender shall account to Borrower the amount necessary to pay the Escrow items when due, Lender may not notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than twelve months.

debts to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, application of law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds used by Lender in connection with the loan, unless applicable law provides otherwise. Lender shall not charge service fees for such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service verifying the Escrow items, unless Lender pays Borrower for holding and applying the Funds, usually analyzing the escrow account, or Escrow items, Lender may not charge Borrower for holding and applying the Funds, usually analyzing the escrow account, or (including Lender, if Lender is such an entity) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the (including Lender, if Lender is such an entity), or entity whose deposits are insured by a federal agency, instrumentality, or entity.

The Funds shall be held in an escrow account with another in accordance with applicable law.

Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future lesser amounts. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amounts set aside from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds related mortgage loans and require Borrower's escrow account under the federal Retail Sales Settlement Procedures Act of 1974.

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 and hold Funds in lieu of monthly insurance premiums. These items are called "Escrow items." The provisions of paragraph 8, in lieu of the monthly insurance premiums, if any; and (d) any sum payable by Borrower to Lender, in accordance with any (e) yearly mortgage insurance premiums, if any; and (f) any sum payable by Borrower to Lender, in accordance with any (g) yearly property hazard or property insurance premiums; (h) yearly flood insurance premiums, or ground rents on the Property, if any; (i) yearly liability insurance premiums; (j) yearly leasehold payments and agreements which may attach to the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments due under the Note and late charges due under the Note 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:

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the

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

THIS SECURITY INSTRUMENT contains a uniform security instrument covering real property.

Variations by jurisdiction to constitute a uniform security instrument will limit the grant and defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the entire hereby conveyed and has the right to mortgage

instrument. All of the foregoing is referred to in this Security instrument as the "Property."

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter erected on the property. All replacements and additions shall also be covered by this Security

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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 unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If 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 beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if 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 causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to 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 leasehold, 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 bankruptcy, probate, for condemnation or forfeiture or to enforce laws 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 this 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 reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

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of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to him at his address mailed under law or of another method. The notice shall be directed to the Proprietary Address if by first class mail unless applicable law requires use of another method. The notice shall be directed to the Proprietary Address if a notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing payment charge under this Note.

13. **Loan Charge.** If the loan secured by this Security Instrument is subject to a law which sets maximum loans 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 limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the principal collected plus the charges in the permitted limit. If a refund reduces principal, the reduction will be treated as a partial repayment without any payment 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. Lender may collect from Borrower what exceeds permitted limits will be reduced to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit.

13. **Loan Charge.** If the loan secured by this Security Instrument is subject to a law which sets maximum loans charges, make any accommodations with regard to the terms of this Security Instrument or the Note without a consent.

13. **Security Interest.** Lender may choose to make this Security Instrument or the Note agree to extend, modify, forbear or rescind by the Proprietary Note; and (c) agrees that Lender and any other Borrower may agree to pay the sum Borrowed or a portion thereof in installments of the principal only to the extent, grace and conveny that instrument but does not exceed the Note: (a) is co-signing this Security Instrument only to the extent, grace and conveny that instrument but does not exceed the Note; (b) is not personally obligated to pay the principal or otherwise modify amortization payments; (c) is not personally obligated to pay the principal or otherwise modify amortization payments.

13. **Security Interest.** Lender's covariance and agreements of Lender and Borrower, subject to the provisions of this paragraph 17, Borrower's covariance and agreements of Lender and Borrower, shall be joint and several. Any Borrower who co-signs this Security Instrument shall bind and benefit by the covariance and agreements of Lender and Borrower, except to the extent of the provisions of this paragraph.

13. **Successors and Assigns; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Interest shall be joint and several to the extent of the provisions of this paragraph.

13. **Borrower Not Released; Forfeiture Not a Waiver.** Extension of the time for payment or modification of any right or remedy.

13. **Borrower Not Released; Forfeiture Not a Waiver.** Any monthly payment referred to in paragraphs 1 and 2 of changes the amount of such payment.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or accelerate the due date of the monthly payment of such payment.

13. **Lender and Borrower Not Released; Forfeiture Not a Waiver.** Whether or not due.

13. **Lender and Borrower Not Released; Forfeiture Not a Waiver.** After notice to Borrower that the condemner 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 demand payment of the sum secured by this Security Interest in accordance with the provisions of this paragraph.

13. **Lender and Borrower Not Released; Forfeiture Not a Waiver.** Whether or not the sum is due.

13. **Lender and Borrower Not Released; Forfeiture Not a Waiver.** Whether or not due.

13. **Lender and Borrower Not Released; Forfeiture Not a Waiver.** Whether or not due.

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13. **Lender and Borrower Not Released; Forfeiture Not a Waiver.** Whether or not due.

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Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**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 affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are 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 enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal 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 party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

Initials: S. J. G.C.

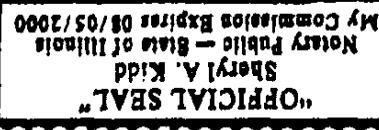
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Form 3014 B/80



My Commission Expires:

Given under my hand and official seal, this  
day of **27**,  
Signed and delivered the said instrument as **HIS/HER** free and voluntary act for the use and purposes herein set forth.  
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **HE/SHE**  
personally known to me to be the same person(s) whose name(s)

**MARILYN E. CALDERON, MARILYN**  
County **COOK**  
Notary Public in and for said county and state do hereby certify

MARILYN E. CALDERON, MARILYN

COOK

STATE OF ILLINOIS.

COOK

-Borrower  
(Seal)

-Borrower  
(Seal)

-Borrower  
(Seal)

**MARILYN E. CALDERON**  
-Borrower  
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and  
in any rider(s) executed by Borrower and recorded with it.

Witnesses:

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this  
Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement  
the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.  
Without charge to Borrower, Borrower shall pay any recording costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument  
21. including, but not limited to, reasonable attorney fees and costs of title insurance.  
Proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph  
secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial  
or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums  
non-defaults of a default or any other default of Borrower to accelerate and foreclose. If the default is not cured on  
inform Borrower of the right to reinstate after judicial proceeding and sale of the property. The notice shall further  
secured by this Security Instrument, foreclose by judicial proceeding and sale of the property. The notice shall sum  
(d) that failure to cure the default or before the date specified in the notice may result in acceleration of the sum  
(c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and  
applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

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- |   |   |   |  |   |   |
|---|---|---|--|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Graduate Payment Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Fixed Rate Rider | <input type="checkbox"/> Other(s) [Specify] |
| Check applicable box(es)                                  |   |   |  |   |   |

Securities to this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement  
the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.  
Without charge to Borrower, Borrower shall pay any recording costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument  
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Proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph  
secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial  
or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums  
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(d) that failure to cure the default or before the date specified in the notice may result in acceleration of the sum  
(c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and  
applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

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## I-4 FAMILY RIDER Assignment of Rents

THIS I-4 FAMILY RIDER is made this 24TH day of AUGUST, 1988, 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  
**DORAL MONEY INC. (USA)**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:  
**3747 SOUTH MAPLEWOOD AVENUE**  
**CHICAGO, ILLINOIS 60632**

### Property Address

**I-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 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, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bathtubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, 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 I-4 Family Rider and the Security Instrument as the "Property."

MULTISTATE I-4 FAMILY RIDER - Fannie Mae/Freddie Mac Uniform Instrument

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

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

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a 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 PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

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

*Marilyn E. Calderon*  
MARILYN E. CALDERON

(Seal)  
-Borrower

(Seal)  
-Borrower

*[Signature]*  
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-Borrower

(Seal)  
-Borrower

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