

# UNOFFICIAL COPY

AFTER RECORDING MAIL TO:

LaSalle Home Mortgage  
Corporation  
1350 E. Touhy Ave. Suite 160W  
Des Plaines, IL 60018

AP# OCHOA, V5847532  
LN# 5847532

98293553

- DEPT-01 RECORDING \$39.00  
- T#0000 TRAN 0053 04/14/98 11:15:00  
- \$0800 + CG \*-98-293553  
- COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

6-7-1763  
*all for* MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 2, 1998. The mortgagor is  
Vicente Ochoa, a/k/a Vincent Ochoa and Rosario N. Ochoa, Husband and Wife (O)

("Borrower"). This Security Instrument is given to LaSalle Bank, F.S.B., A Corp. of the  
United States of America, which is organized and  
existing under the laws of The United States of America, and whose address is  
4242 N. Harlem Ave., Norridge, IL 60634  
(Lender). Borrower owes Lender the principal sum of One Hundred Fifteen Thousand Dollars  
and no/100 Dollars  
(U.S. \$ 115,000.00). 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 May 1, 2013. 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:

THE WEST 33 1/3 FEET OF LOT 30 (EXCEPT NORTH 8 FEET DEDICATED FOR ALLEY) IN  
BROWN 2ND ADDITION TO ARGYLE SUBDIVISION OF THE NORTH 6.62 CHAINS OF THE  
NORTHWEST 1/4 OF THE SOUTHWEST 1/4 SECTION 8, TOWNSHIP 40 NOR. RANGE 14  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

14-08-301-027-0000 ,

,  
,

which has the address of 1462 West Winona Street ,

Chicago  
[CITY]

Illinois 60640 ("Property Address");  
[ZIP CODE]

ILLINOIS--SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT  
ISC/CMDTIL//0894/3014(0990)-L PAGE 1 OF 8

FORM 3014 9/90

BOX 333-CTI

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ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT FORM 3014 9/90  
UCC/SAFETY DEPOSIT BOXES (2000) BAGGAGE & GEAR

If the Funds held by Lender exceed the amounts permitted to be held by Lender under applicable law, Lender shall accrue to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount accrued by Lender exceeds the amounts permitted to be held by Lender under applicable law, Lender shall make up the deficiency in no more than twelve monthly payments, so long as Borrower shall make up the deficiency in no more than twelve monthly payments.

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 holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applies law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate appraiser 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, with just charge, an annual account of the Funds and debts to the Funds and the purpose for which each debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security.

**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 affect prior to Lender's SecuritY instrument as a lien on the Property; (b) yearly fixed insurance premiums or ground rents on the Property; (c) yearly hazard or property insurance premiums; (d) yearly food insurance premiums, if any; (e) yearly mortgage insurance premiums; (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph B, in lieu of the payment of mortgage insurance premiums. These terms are called "Escrow items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 accounts under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless such liability exceeds the lesser amount, if so, under may estimate the amount of Funds due on the basis of current data and reasonable estimates of lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of

1. **Payment of Principal and Interest;** Prepayment; Interest and Late Charges due under the Note.

UNIFORM COVENANT(S), BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

**TOGETHER WITH** all the improvements now or hereafter erected on the property, and all assemblies,  
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 sealed off 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 INSTRUMENT** combines uniform covenants for national use and non-uniform  
covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real  
property.

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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, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a 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; 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. 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 receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an 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 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.

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8. 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 specifically reasonable cause for the inspection.

8. **Mortgage Insurance.** If Lender required mortgagage, is 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 obtain coverage subsequently to be in effect, at a cost justifiably equivalent to the cost to the mortgagor previously in effect, from a cost justifiably equivalent to the cost to the mortgagor previously in effect, at a cost justifiably equivalent to the cost to the mortgagor previously in effect, for the premium rates required to maintain the mortgage insurance in effect, until the premium rates required to maintain the mortgage insurance in effect, or to provide a loss reserve, until the premium rates required to maintain the mortgage insurance in effect, or to provide a loss reserve, unless Lender approves a higher premium rate.

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.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this 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 foreclosure or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property (or Lender's rights in the Property). Lender's rights in the Property shall not be affected by a lien which has priority over this Security Instrument, appearing in court, paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney fees and expenses in defense of the Property to make repairs. Although Lender may take action under this Paragraph 7, Lender does not have to do so.

6. **Applicant; Lessor;** Borrower shall use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy the circumstances exist which consent shall not be unreasonably withheld, or unless otherwise in writing, Borrower's principal residence for all other property to determine whether such or committal waste on the Property, damage or impairment of any property or structure or committal or criminal, is begun that in lessors good faith could result in forfeiture of the Property or otherwise impair the lessors interest in the Property, whether or otherwise, Borrower shall not destroy, damage or otherwise impair the lessors interest in the Property or otherwise impair the lessors interest in the Property, whether or otherwise, Borrower may cure such a default and reinstated, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in lessor's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other security instrument or lessor's security interest, Borrower may cure such a default and reinstated, as shall arise in connection therewith, but not limited to, representations concerning information, or statements to lender (or failed to provide lender with any material information) in connection with the Note, including, but not limited to, representations concerning Borrows' credit history, or the terms of the loan application process, gave materially false or inaccurate information, or, in the loan evidenced by the Note, included provisions of the lease if this Security Interest is on a leasedhold, Borrower's credit history all the provisions of the lease. If Borrower acquires fee title to the Property, the lessor shall not merge unless Lender agrees to the merger in writing.

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**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.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums 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. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums 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 Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

**11. 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 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 Bound; Joint and Several Liability, Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors 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, forbear 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 Instrument is subject to a law which sets maximum loan 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 the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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**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 not causative or present in amounts that would pose a threat to health or safety.

19. Sale of Note: Change of Lender. 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 Lender. 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 named in the Note or a change in the Note (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 named in a sale of the Note or a partial interest in the Note (together with this Security instrument) prior to the Note being sold.

18. Borrower's Right to Relocate. If Borrower meets certain conditions, Borrower shall have the right to have exterior portion of this Security instrument discommodified at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specifically permit) for reinstatement; or (b) entry of a judgment pursuant to any power of sale contained in this Security instrument; or (c) payment of all sums which then would be due under 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 attorney 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 are hereby unchallenged. Upon reinstatement by Borrower, this Security instrument and the obligation 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.

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.

17. **Transfers of 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) 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 if Lender is in default under the federal law as of the date of this instrument.

16. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security Instrument.

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 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 except without the conflicting provision(s). To the extent that the Note is silent on a particular issue, the parties shall resolve the dispute amicably. If they are unable to do so, either party may file a complaint in a court of competent jurisdiction.

14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by mailing it or by first class mail unless applicable law requires use of another method. Deliverying it or by mailing it by first class mail shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Borrower. Any notice to Borrower or Lender shall be given by notice to Borrower. Any notice provided for in this Security instrument shall be given by notice to Lender.

16. Lender. Any notice to Lender shall be given by first class mail to Lenders address stated herein or any other address Lender designates by notice to Borrower. Any notice given to Lender shall be given by notice to Lender.

17. Security instrument. This Security instrument shall be governed by the laws of the state of New York.

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

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

**24. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the 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. [Check applicable box(es)]

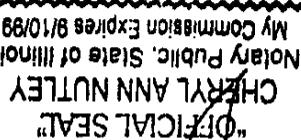
- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input checked="" type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider      |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider           |
| <input type="checkbox"/> Other(s) [specify]      | <input type="checkbox"/> IHDA Rider                     |  |

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FORM 3014 9/90

ILS/C/MDTL//0894/3014(0990)-L PAGE 8 OF 8  
ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT



This instrument was prepared by: Martlyn Bamblu  
Address: 1350 E. Touhy Suite 160 West  
Nolay Public, State of Illinois  
My Commission Expires 8/10/99

Notary Public

My commission expires:

Given under my hand and official seal, this 2nd day of April, 1998.

personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

a/k/a Vincent Ochoa

Vincente Ochoa and Rosario N. Ochoa  
I, the undersigned, a Notary Public in and for said county and state do hereby certify that

STATE OF ILLINOIS , Cook County ss:

[Space Below This Line For Acknowledgment]

BORROWER  
(SEAL)

BORROWER  
(SEAL)

BORROWER  
(SEAL)

VINCENT OCHOA  
(SEAL)

ROSARIO N. OCHOA  
(SEAL)

VINCENT OCHOA a/k/a VINCENT OCHOA -BORROWER  
(SEAL)

VINCENT OCHOA a/k/a VINCENT OCHOA -BORROWER  
(SEAL)

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in pages 1 through 8 of this Security instrument and in any rider(s) executed by Borrower and recorded with it.

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## 1-4 FAMILY RIDER

### Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 2nd day of April, 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 LaSalle Bank, F.S.B., A Corp. of the United States of America

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1462 West Winona Street, Chicago, IL 60640  
[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 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, bath tubs, 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 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a 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 law, Borrower 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 the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new 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 leasehold.

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MULTISTATE 1-4 FAMILY RIDER-FNMA/FHLMC UNIFORM INSTRUMENT FORM 3170 9/90  
ISC/CRID\*\*//0494/3170(0990)-L PAGE 2 OF 2

BORROWER  
(SEAL)

BORROWER  
(SEAL)

Rosario N. Ochoa  
Rosario N. Ochoa  
(SEAL)

Vicente Ochoa  
Vicente Ochoa  
(SEAL)

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

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under the Security Instrument 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.

This assignment of Rents of Property shall terminate when all the sums secured by the Security application of a judicially appointed receiver, may do so at any time when a default occurs. Any Lender's agents or a judicially appointed receiver, may note or agreement in control of or maintain the Property before a notice of default to Borrower. However, Lender, or Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take possession of or collect the costs of taking control of and managing the property.

Borrower represents and warrants that: (i) 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 his rights under this instrument; (ii) Borrower to Lender secured by the Security Instrument to Uniform Convention 7.

Indebtedness of Borrower to Lender expanded by Lender for such purposes shall become

Property and of collecting the costs of taking control of and managing the property.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the property and collection of the Property, the Security.

Lender or Lender's agents or a judicially appointed receiver shall be entitled to have a receiver appointed to take possession of and manage the property.

and other charges in the Property, and collect the Rents and profits derived from the Property without any showing as to the

recovered; and (vi) Lender shall be entitled to have a receiver appointed to account for only those Rents actually

Lender's agents or any judicially appointed receiver shall be liable to Lender to account for and manage

premises or receiver's bonds, repair and maintenance costs, insurance premiums, taxes, receiver's fees,

the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees,

collection by Lender or Lender's agents shall be applied first to the costs of taking control of and managing

upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents

agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents

instrument; (iii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii)

Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security

If Lender gives notice of breach to Borrower, (i) all Rents received by Borrower shall be held by

Rents constitutes an absolute assignment and not an assignment for additional security only.

Rents given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. The assignment of

given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has

paid the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (ii) Lender has

authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall

(Rents) of the Property, regardless of to whom the Rents of the Property are payable. Borrower

Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.

AP# OCCHOA, V5847532  
LN# 5847532