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7369/8342 83 **6**01 Page 1 cf 1998-05-14 09:25:06 35.00 Eack County Recorder

P.07

AFTER RECORDING MAIL TO:

LaSalle Home Mortgage Corporation 12 Sait Creek Lane Suite 110 Hinsdale, IL 60521

AP# HERRER, AS849446 LN# 0005849446

[Space Above This Line For Recording Date] -

THIS MORTGAGE ("Security Instrument") is given on May 7, 1998 . The mortgagor is Amelia M. Herrera, MARRIED TO Alejandro Herrera\*\*

('Borrower'). This Security Instrument in 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, II £0534 (Lender). Borrower owes Lender the principal sum of One Hundred Thousand Dollars and no/100 (U.S. \$ 100,000.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly syments, with the full debt, if not paid earlier, due June 1, 2013 This Serurity instrument secures to Lander (a) the and payable on repayment of the debt evidenced by the Note, with interest, and of renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, a sylnoad under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's coverants and agreements under this Security Instrument and the Note. For this purpose, Borrover closs hereby mortgage, grant and convey to Lender the following described property located in Cook County, iffino's.

THE SOUTH 25.0 FEET OF THE NORTH 50.0 FEET OF THE SOUTH 111.0 FEET OF THE 1339.79 FEET OF BLOCK 9 IN CALVIN F. TAYLOR'S SUBDIVISION OF THE EAST 1/2 OF SOUTHWEST 1/4 OF DECEMBER 33. TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

\*\*ALEJANDRO HERRIRA IS EXECUTING THIS MORTGAGE SOLULY FOR THE FUNDSE OF VAIVING ANY AND ALL MARITAL AND ROMESTEAD RICHTS.

16-33-322-021-0000 .

which has the address of

3723 S. 52nd Ct.

Cicero

STREET

Dimois

608D4

("Property Address");

[ZIP CODE]
ILLINOIS-SINGLE FAMILY-FNIMA/FHLMC UNIFORM INSTRUMENT

ISC/CMDTIL//0894/3014(0990)-L

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BOX 333-CTI

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TOGETHER WITH all the improvements now or hereafter eracted on the property, and all ensements, appurtenances, and fotures 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 INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxer, and Insurance. Subject to applicable law or to a written waiver by Lander. Borrower shall pay to Lander, 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, if any and fill any sums payable by Borrower to Lander, in accordance with the provisions of paragraph 8, in lieu 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 ioan may require for Borrower's escrow account under the tederal Real Estate Settlema & Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 of sag. ("RESPA"), unless another a w that applies to the Funds sets a lesser amount. It so, Lender may, at any time, collect and hold Funds is an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the busic of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shell be held in an institution whose (worsts 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 shell 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 vertifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permit 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 shell not be required to pay Borrower any interest or earnings on the Funds. Borrower and Londer may agree in writing, however, that interest shall be paid on the Funds. Lender shell give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which rach debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Leron's shall account to Borrower for the excess Funds in accordance with the requirements of applicable law is the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Rams 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.

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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 Psyments. Unless applicable lew provides otherwise, all psyments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts psysible 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 leasthold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in the financer. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly turnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly turnish to Lender receipts evidencing the payments.

Borrower, (a) agrees in miting 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) accurate from the holder of the lien; or 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 and forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Fortower 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 Borro ver subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lander 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 part renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and congress in the event of loss, Borrower shall give prompt notice to the insurance certier and Lender. Lynder may make proof of loss it 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 reconomically 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 rapids or nestore 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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- Application; Lesseholds. Borrower shall occupy, establish, and use the Property as Borrower's Loan Application; Lesseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within story 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 Lander 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 meterially 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, practices forfeiture of the Borrower's interest in the Property or other material impeliation of the lien created by this Security Instrument or Lander's security interest. Borrower shall also be in ordant if Borrower, during the loan application process, gave materially false or inaccurate information or accomments to Lender (or falled to provide Lender with any material information) in connection with the scan 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 the provisions of the lease. If Borrower acquires five title to the Property, the leasehold and the fee title shall not merge unless Lander agrees to the merger in writing.
- 7. Protection of Lendor's Rights in the Property. If Borrower talls to perform the covenents 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 regularized), then Lender may do and pay for whatever is necessary to protect the value of the Property and Landar's rights in the Property. Lender's actions may include paying any sums secured by a lien which has pictury over this Security Instrument, appearing in court, paying reasonable attorneys' tees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to rio 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 disbursemers at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 8. Biorgage Insurance. If Lender required mortgage incurance as a condition of making the ioan 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 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. Parmium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will account and not are periods that Lender requires as a loss reserve in lieu of mortgage insurance. Loss reserve payments or any no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and not are periods 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 legislable law.
- 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.

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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 Lander.

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 an adding by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or cettle a claim for damages, Borrower falls 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 conerwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date c (the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forber and By Lander Not a Walver. Extension of the time for payment or modification of amortization of the 3. This secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not or active 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 decrease 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 preciude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Lability: Co-signers. The coverants 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 coverants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument but (ico's not execute the Note: (a) is co-signing this Security instrument only to mortgage, grant and convey (inv.) 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 Dorrower may agree to extend, modify, forbear or make any accommodations with regard to the terms or this Security instrument or the Note without that Borrower's content.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a low 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 pertial prepayment without any prepayment charge under the Note.

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- 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 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 tederal 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. Borrows'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 Lander's prior written consent, Lander 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 Lander if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option sender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 caps 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 (ne) invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- till. Borrower's Right to Reinstate. If Su nower meets certain conditions, Borrower shall have the right to have enforcement of this Security instrument of scontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may exactly 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 at sums which then would be due under this Security Instrument and the Note as if no access atom and 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, Linder'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 shall continue unchanged. Upon 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 Barrolver. 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 play 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 shell not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shell not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shell not apply to the presence, use, or storage on the Property of small quantities of Hazardous

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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 peragraph 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, meterals containing erometos or formaldehyde, and radioactive meterals. As used in this paragraph 20, "Environmental Caw" means federal laws and laws of the jurisdiction where the Property is located that relate to health, andro or environmental protection.

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

- 21. Acceleration; Namedies, Lander shall give notice to Borrover prior to acceleration following Borrover's breach of 2/1/ sovenent or agreement in this Security instrument (but not prior to acceleration under persigne). 17 unless applicable lew provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 36 days from the date the notice is give to Corrover, 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 Property. The notice shall turther inform Borrover of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-chance of a default or any other defence 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 same secured by this Security instrument without further demand and may to aclose 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 lin lart 10, researable attorneys' tess and costs of title evidence.
- 22. Release. Upon payment of all sums secured by the Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
  - 23. Waiver of Homesteed. Borrower waives all right of homester d enemption in the Property.
- 24. Riders to this Security Instrument. If one or more riders are examined by Borrower and recorded together with this Security Instrument, the covenants and agreements of trach such rider shall be incorporated into and shall amend and supplement the covenants and explanments of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Adjustable Rate Rider		1-4 Family Eld a
Graduated Payment Rider	☐ Planned Unit Development Rider	Biweeldy Paymort Rider
Balloon Rider	Rate Improvement Rider	Second Home Rider
Other(s) [specify]	☐ IHDA Rider	

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and coverants contained in pages 1

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through 8 of this Security Instrument and in: Witnesses:	any rider(s) executed by Borrower and	d racorded with it.
	* Ince Il Rues.	<- (SEAL)
	Amelia M. Herrera	-BORROWER
	· Wyandro Bonesa	(SEAL)
^	Alejandro Berrerata	BORROWER
	SIDDING SOUTHY TO WANGE	
DOOR OF	HOWENCEAD 1 OH15	-BORROWER
700		(SEAL)
		-BORROWER
		(SEAL
O <sub>f</sub>		-BORROWER
C		(SEAL
	0/	BORROWER
[Space Salow	This Line For Acknowledgment)-	
	Cook Cook	County se
the undersigned     bereby certify that     Ame I fa H. Herrera and Alejandro	Flotary Public in and for	Salid COURKY allo SIZIE OC
personally known to me to be the same instrument, appeared before me this day delivered the said instrument as his/he set forth.	in person, and acknowledged that	he/she signed and
Given under my hand and official seal, t	this 7th day of May, 1998.	
My commission expires:	Maken	0,5

This instrument was prepared by: Sheyrel Rose-Smith
Address: 12 Salt Creek Lane, Suite 106
Hinsdale, IL 60521