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Dacones, Cotango and Co DOCUMENT.	CERTIFIES THAT IS THE TF	THE ATTACHED DOCUMENT RUE AND CORRECT COPY OF	T MADE BY THE ORIGINAL
Patrons		99576403 99576403	J
SIGNATURE.		5709/0001 03 001 Page 1 of 1999-06-16 08 Cook County Recorder	11 :58:59 41.00
STATE OF Ilmor COUNTY OF COOL			
I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR PERSON OF THE SAME PERSON WHOSE NAME IS SUBSTAPPEARED BEFORE ME THIS DATE IN PERSON AN SAID INSTRUMENT AS HER/HER OWN FREE AND Y	CRIBED TO IN THE FORE	GOING INSTRUMENT RESPEC	VERED THE
GIVEN UNDER MY HAND AND NOTARIAL SEAL THI	_ 11 _ 1		
NOTARY PUBLIC.	County		41 Hs
	AND NO	CFF/CIAL SEAL TYGON E KOUROS OTARY PUBLIC STATE OF ILLINOIS Y COMMISSION EXPIRES: 12/22/02	
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Cook County Recorder

35.00

NORTH SIDE FEDERAL SAVINGS 5159 N. Clark Street Chicago, IL 60640 DACONES/GOTANGCO 6766-11

DACONES/GOTANG

X.			[Space Above This	Eine For Recording	g Data mortgagors are JUANA E DACONES
$\vec{\mathbf{S}}$			MO	RTGAGE	a widow and JOY E. GOTANGCO, marri
<			1,10	AL OILGE	to Herman Gotangco and HERMENIO
4	THIS MO	PTGAGE ("S	ecurity Instrument") is given on	APRIL 1,	DACONES, JR, divorced and not sinc
101	1999	The mortgagor	isremarried and	JOANNE SABARTAS	married to Prudencio Sabarias
9			"Borrower"). This Secu	rity Instrument is give	n to
_	והחותטאו	DE FELIERAL	SAVINGS AND LOAN ASSO	CIATION	
15	which is orga	inized and exist	rg under the laws of THE	JNITED STATES OF	AMERICA , and whose address is
	211237 IVON 11	Clark Street	- Chicago Illinois 60640		
⊘	("Lender"). E	Borrower owes l	ender the principal sum of	FIFTY THOUSAND	AND 80/100
0			Dollars (U.S. \$.50.	,000,00). This debt is evidenced by Borrower's note
1,	dated the san	ne date as this	Security In trument ("Note"), v	which provides for mo	nthly payments, with the full debt, if not paid X
	earlier, due ar	nd payable on	APNU, 1, 2009	******************************	This Security
	Instrument se	cures to Lender	: (a) the repayment of the debt e	videnced by the Note,	with interest, and all renewals, extensions and
	modifications	of the Note; (b	er sumsان اله the payment of	, with interest, advance	ed under paragraph 7 to protect the security of
	this Security	Instrument; and	(c) the performance of Borrow	er's covenants and agre	eements under this Security Instrument and the
	Note. For this	s purpose, Borr	ower does hereby mortgag;, gra	nt and convey to Lend	ler the following described property located in
	••••••		COOK		
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		26 EEEVE	N (II) (EXCEPT THE EX	ol (O' reel iner	AST 100 FEET THEREOF AND
		EXCEPT TH	E WEST 26 FEET THEREOF) (EXCEST THE E	ISION OF LOIS NINE (9) TO
		THIRTEFN	(13). INCLUSIVE IN BLO	CK FOUR (4)	ANDERSONVILLE IN SECTION 7,
		TOWNSHIP	40 NORTH, RANGE 14, EA	ST OF THE THIRD	PRINCIPAL MERIDIAN
					Translatin innerprints
				C	
		PERMANENT	INDEX NUMBER: 14-07-	413-019-0000	<i>'\(\Pi\)</i>
					',0
	THIS	MORTGAGE	IS BEING RE-RECORDE	D TO ADD THE S	POUSAL HOTTSTEAD WAIVER
					U.c
					//s.
					C
	المامل المامل		1755 W. Winnemac Aven	iie	Chicago
	which has the	address of	[Street]		[City]
	Illinois	60640	("Property Address		
		[Zip Code]	(Troperty Address	, ,,	1

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Product 44713IL 1994

FORM 2014 9/90 (page 1 9/6 pages)
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BOX 333-CTI

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY 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:

- 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 Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, 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 loan may require fc. Burrower's escrow account 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 another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable

The Funds shall be lie'd in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such ar institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Bor ower 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 applicable law permits Lender to make such a charge. However, Lender may require Borrow to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be 'equired to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and doors to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all survisecured by this Security Instrument.

If the Funds held by Lender exceed the amount; permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender arry so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Portower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrumen', 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 rent; if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pev them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid uncer 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 urness Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contes's 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

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FORM 30 4 9/90 (page 2 of 6 pages)

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99487756 Page 2 of

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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender 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. Scenary, 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, unit as Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist vanch 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 and 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 Nate including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this feet rity 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 now 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 an itional 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 ander 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 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 20 one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased 30 be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lander requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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FORM 30th 9/90 (page 5 of 6 pages)

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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'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 or earance 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 snall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Boirt wer which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal o red t nder the Note or by making a direct payment to Borrower. If a refund

reduces principal, the reduction will be treated as a particl propayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Socurity Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another nethed. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to I ender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borr wer. 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 go verned 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 It sto ment 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 sot 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 tederal 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 reinstalement) 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 defaula of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to reasonable

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and of takes such action as Lender may reasonably require to assure that the

attorneys' fees; and (d) takes such action as Lender may feasonably 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 removal actions in accordance with Environmental Law.

As used in the 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, volat le o'vents, 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. Portower and Lender further covenant and agree as follows:

- 21. Acceleration; Remedies Leader 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 specifical 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 forecosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payricant 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 the 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 excepted by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be in corporated 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)]

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Adjustable Rate Rider	☐ Condominium Rider	1-4 Family Rider
☐ Graduated Payment Rider	☐ Planned Unit Development Rider	Biwe Riy Payment Rider
☐ Balloon Rider	☐ Rate Improvement Rider	☐ Second Home Rider
Other(s) [specify]		CV
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FORM 3014 9/90 (page 5 of 6 pages)

By Signing Hell w. Repower and accepts and acrees to me to rider(s) executed by Borrower and recorded with it.	ns and covenants ontained in this Security Instrument and in any
Witness:	
JUANA E. DACONES	JOY E. GOTANGCO (Seal)
Jamas & Late	-Borrower
JOANNE SABARIAS	HERMENIO DACONES, JR. (Seal)
[Space Below This- Line	For Acknowledgement]———————
STATE OF MASS.	
COUNTY OF BRISTOL SS:	
L. Jan Su Thuron a Notary Public LERMENTO DACONES, JR.	in and for said county and state, do hereby certify that
before me and is (are) known or proved to me to be the persinstrument, have executed same, and acknowledged said	on(s) who being informed of the country appeared
and deed and thatexecuted said instrum	ent for the purposes and uses therein set forth.
Witness my hand and official sear this	day ofAPRIL 19 99
My Commission Expires	day of
my commission Expires. Left 35, 3003	usa Sauturtee (SEAL)
This instrument was prepared by SHARON M. SC	HWIETERS, SAVINGS OFFICER
4171	
STATE OF ILLINOIS	C/O/A
COUNTY OF COOK	
I, Sharon M. Corbett, a notary public in an certify that <u>Judga E. Dacones</u> and Joanne D. appeared before me and is (are) known or prinformed of the contents of the foregoing i acknowledged said instrument to be <u>their</u> freexecuted said instrument for the purposes a	Sabarias and Jo E. Gotangco, personally oved to me to be the person(s) who, being instrument, have executed same, and
Witness my hand and official seal the fifte	enth day of May 1999.
	CIAL SEAL" \$
Snarry Corlott Notary Put	lic, State of Illinois n Expires May 25, 2001

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IENT FORM 3014 9/90 (page 6 of 6 pages)

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PRUDENCIO SABARIAS, NOT AS MORTGAGOR BUT ONLY

TO RELEASE HOMESTEAD RIGHTS

HERMAN SCTANGCO, NOT AS MORTGAGOR BUT

TO RELEASE HOMESTEAD RIGHTS

NOCC HOMES.

ODERATION OF COOK COUNTRY CLERK'S OFFICE

NOX 86
DACONES/GOTANGO 6766-11
NORTH SIDE FEDERAL SAVINGS
5159 N. Clark Street
Thicago, IL 60640

99576403

1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this day of	99
and is incompreted in and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Se	curity Deed (the Security
Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to NORTH SIDE FEDER'AL SAVINGS AND LOAN ASSOCIATION 5157 North Clark Stree (the "Lender") of the same date and covering the Property described in the Security Instrument and loca	et - Chicago, IL 60640
1755 V Winnemac Avenue, 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 1 roperty 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, fare prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closus sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinos shides, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold esure 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 see a greet of make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Sorrower 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 'ien 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" DELETÉD. 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.

MULTISTATE 1-4 FAMILY RIDER—Fannie Mae/Freddie Mac Uniform Instrument
Product 43598IL

Form 3170 9/90 (page 1 of 2 pages)
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ssign 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.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

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

If the Rents c. 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 pursuan 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 of a indicially 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 o curs 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.

CROSS-DEFAULT PROVISION. Borrov er's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrumer, 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.

STATE OF PASS

Sworn and scribed before me this

Notary Public for the signature of

Hermenio Dacones, Jr. only

JUÁNA E. DACONES

DACONES

Joanne sabarias

BOX 86 NORTH SIDE FEDERAL SAVINGS 5159 N. Clark Street Chicago, IL 60640

DACONES/GOTANGCO 6766-11

PRUDENCIO SABARIAS NOT AS MORTGAGOR BUT ONLY

TO RELEASE HOMESTEAD RIGHTS

HERMAN COTANGOU NOT AS MORIGASOR BUT ONLY

TO RELEASE HOMESTEAD RIGHTS

RICHTS

OF COOK COUNTY CLOPES

OFFICE