3774403

2 Westbrook Corporate Center, Sutte 440 Westchester, Illinois 60153

#200026075-7

MORTGAGE:

THIS MORTGAGE is made this ... 15th ... day of .. February 19. 89 , between the Mertyager . . . Caser . Hangal and . Valeria . Rangel . . Husband . and . Mile . asJoins, Lenouis...... Mersin "Borrower"), and the Mortgages...... enisting under the laws of The, SEARR, QC, Boy, York. where address to toys . Equipment. Place.. To Section to Lame the impossion of the indebtedness evidenced by the Note, with interest thereon; the payment of all other seems, with the less thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the course and agreements of Borrower herein contained, Borrower does hereby mortgage, grant Lot 4 in Niels Buck and Company's resubdivision of Lots 1 to 38, inclusive, and Private Alleys in Bych nan's resubdivision of part of Block 4 in S.S. Hayen' Kelvyn Grove Addition to Chicago, in the Southwest 1/4 of Section 27, Younghip 40 North, Range 13, East of the Third Principal Meridian, (as shown on plat document no. 190352) in Cook County, Illinois. County Clarks Office

PARCEL NUMBER: 13-27-300-015

which but the address of	4711 West Diversey	Chicago
	(Stray)	lce .
Minural 50639	(herein "Property Address");	

Tourther with all the improvements now or hereafter erected on the property, and all easements, rights, appentensance and wats all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said properly for the leasthold estate if this Mortgage is on a leasthold) are herelaptier referred to as the "Property."

Borrower coverants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, genet and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Business coverants that Burnower warrants and will defend generally the title to the Property against all claims and demands. miliject to encombrences of second.

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Unicome Covenants. her a lor and the der unce which is appears follows:

3. Pagement of Pulmeted and inversit the year what property for what is principal and inverest administrations or demand by the Historian conditions an provided in the Note.

2. French for Tenes and insurance. Subject to applicable law or a written walvar by Lender. Borrower shall pay to Londer on the day mountly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum therein "Funds") aqual to one-walkth of the yearly tenus and resessments (including condominium and planned unit development assessments. If any) which may attain priority over this Mortgage and ground resist on the Frequety. If any, plus one-twelfth of yearly premium installments for hazzed insurance, plus one-twelfth of yearly premium installments for hazzed insurance, plus one-twelfth of yearly premium installments for hazzed instally and from time to time by Lander on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make tests payments of Funds to Lander to the extent that Corrower makes such payments to the holder of a prior mortgage or does of treat if such bother is an institutional busiler.

Williams grows funds to Londor, the Funds whalf be held in an institution the deposits or accounts of which are traused or guarances by a Federal or ents against including Londor if Londor is such an institution). Londor shall apply the Funds to pay cold team, assessments, incurence premiums and greated rants. Londor may not charge for so holding and applying the Funds, analysing said assessments and bills, unless Londor gap theorems interest on the Funds, analysing and applicable law permits I waster to make such a charge. Borrower and Londor may again in volting at the time of execution of this Martingge that interest on the Funds shall be paid to Borrower, and unless such agreement in making or applicable law requires such interest to be paid. Londor shall not be required to pay therewer may interest as assessment in making or the Funds. Londor that gove to Borrower, without charge, an annual accounting of the Funds about the funds and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are placed to Additional security in the successment by this Mortgage.

If the amount of the Pends hold by Londer, together with the future monthly installments of Funds payable prior to the due dots of tases, organizate, incorance prossisms and ground cents, shall exceed the amount required to pay said tases, assessments, has been promised and ground cents as they fall due, such excess shall be, at Borrower's option, their presently repold to Parties we credited to Burrower on monthly installments of Funds. If the amount of the Funds hold by Londer of the not be sufficient to pay tases, assessments, insurance premiums and ground rents as they full due. Escrewer shall pay to render any amount accuracy to make up the deficiency in one or more payments as Londer may require.

Upon payment in full of all even secured by this Merigage, Lender shall promptly refund to Borrower any Funds both by Lender. If under paragraph 1" haveof the Property is said or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a crash against the sums secured by this Mortgage.

3. Application of Payments. Unless up Scalle law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lander by Borrower under paragraphs 2 hereof, then to interest regulation the Note, and then to the principal of the Note.

4. From Mortgages and Dords of Trusts Change Lions. Borrower shall perform all of Sorrower's obligations under any mortgage, deed of trust or other security a premient with a lien which has priority over this Mortgage, securing Sorrower's covenants to make payments when due Sorrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attrib stable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvement pow existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrover subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower falls to respond to Lender within 30 days from the date motice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominium: Planned Unit Dyselopments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and consiltuent documents.

7. Pretection of Leavise's Security. If Secrewer falls to perform the covenants and agreements contained in this Montgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property: then Leader, at Lender's option, upon notice to Secrewer, may make such appearances, disburse such sums, including reasonable attender's fees, and take such action as is necessary to protect Lender's interest. If Lander required nuringage insusance as a condition of making the isau secured by this Mortgage. Somewer shall pay the premiums required to smallest insurance in effect until such time as the requirement for such insurance terminates in accordance with Security and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest therein, at the Note eats, shall be some additional indicatedness of florences secured by this bloringes. Unless florences and Lender agree to other terms of payment, such numerate shall be payable upon notice from Lender to Borrower requesting payment thereof. Buthing contained in this paragraph 7 shall require Lender to incoverny expresse or take any action hereunder.

S. Surport on Lender way make or cause to be made remonable extrict upon and inspections of the Property, provided that Louder that houses that give Buscocks motion prior to any such impaction specifying communic cause thereing related to Ameder's interest in the Property.

*. Condemnation. The process of my oward or stains for damages, direct or somequantial, in connection with any consermation or other calling of the Property, or got shorted, or for conveyance in the of condemnation, are hereby and and should be paid to hander, subject to the terms of any manages, dand of trust or other sometty agreement with a little which has principly over this bloomystage.

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- 10. Become Not Released Forbergore By Lender Not a Walver. Extension of the time for payment or modification of the mass accused by this Morriseg granted by Lender only successor in interest of Borrower shall not operate to release, in any manage, he habitaty of the orbital Borrower and Borrower's ruccessors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for pryment or otherwise modify amortization of the sums secured by this Morrigage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy becomes, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bird, and the rights hereinder shall inure to, the respective successors and assigns of Lander and Borrower, subject to the positions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner. (a) any notice to Porrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall by the med to have been given to Borrower or Lender when given in the manner designated herein.

- 13. Governing 12m; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the condition that any provisions or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "stream, a fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 14. Surrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 15. Rehabilitation Lean Agreement Servower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other lean agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, on assignment of any rights, claims or defenses which Borrower may keep against parties who supply labor, materials or services in connection with improvements made to the Property.
- 16. Transfer of the Property or a Beneficial half or in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest it. Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender nay at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by feeleral law as of the date of this Mortgage.
- if Lender enercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 10 days from the date the notice is delivered or malled within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.
 - PERM-UNIPORM COVENANTS. Borrower and Lender further covenant are agree as follows:
- 17. Accelerations, theresists. Except as provided in paragraph 16 herest, some Berrawer's breach of any correspond of Berrawer in this Merigage, including the coverants to provided and any same encared by this bleetage, Lander prior to occernation shall give notice to Berrawer as particled in acceptant 12 herest specifying; (1) the breach; (2) the series required to care such breach; (3) a date, not less than 10 days from the date the notice is sortied to Berrawer, by which such breach must be resent; and (4) thes failure to care such breach as not before the date specified in the notice, any second in acceptantion of the manus secured by this Mortgage, forest and by judicial precruiting, and saw of the Property. The notice shall farther inform Borrower of the right to exist to at occasionating the concentration of a default or any other defense of Borrower to acceleration and forestours. If the breach is not cared on or before the date specified to the notice, Lender, an I reclay's option, may declare all of the same acceptable proceeding, to be immediately dee and payable without further fermand and may forestours, including, but not finited to, reasonable attorneys' fore and costs of documentary evidence. In tracts and title reports.
- 16. Berrower's Right to Relustate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage it: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any of a recovenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' feet; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage. Lender's interest is the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
- 19. Assignment of Renn; Appointment of Receiver. As additional security hereunder, Berrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.
- Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to exter upon, take paraession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the same secured by this Mortgage. The receiver shall be liable to

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ADRUSTABLE RATE RIDER

(1 West, 3 West or 3 West Pressury Index — Rate Cap.

THIS ADJUSTABLE MAYE RIDER is made to incorporated into and shall be deemed to instrument'll of the same date given by the	amend and supplement the	he Montgage, Deed	of Trust or Security De	ie (the "Note")
of the same date and covering the propert		Instrument and loc	ated at:	_ (the "Lendo:
4711 West Divorsey	Chica	go, Illinois	60639	
	Property Add	ress		
THE NOTE CONTAINS PROV MONTHLY PAYMENT. THE BO THE NOTE.				
Additional Covenaria in addition to the convenant and agrician follows:	ovenants and agreements m	ade in the Security I	Instrument, Borrower an	nd Lender furth
A. INTEREST RATE AND MONTHLY PAY The More provides for an imple interest rate of payments, as follows:	MENY CHANGES w 12.375 %. The	Note provides for ch	ianges in the interest rate	and the month
4. INTEREST RATE AND MONTHLY PAY	MENT CHANGES; HORRO	OWER'S RIGHT TO	LIMET PAYMENT	
(A) Change Dates The interest rate I will pay may chang every 36 month thereafter.				
file The index Beginning with the first Change Date, United States Treasury securities adjuste Beard. The most recent Index figure at if the Index is no longer available, the The Note Holder will give me notice	dio scorstant majurity of " vailationer of the date 45 d Note Holder will choose	<u>three</u> year(s), lays before each Cha	as made available by the inge Date is called the	e Federal Resen "Cuirent Index
(C) Calculation of Changes Before each Change Date, the Note H		interior and the cont	um Three and O	ne Owarrei
additionto the mearest one-digith of one amount will be my new interest rate untipayment that would be sufficient to rematurity date at my new interest rate I of my morthly payment. (D) Interest Rate Limit	3-25 %) to the Curre percentage point (0:123%), if the next Change Date, The pay the unpaid principal the	ent Index. The Note i Subject to the limit si Note Holder will the lat Am expected to	Holder will then mund rated in Section 4(D) bel on determine the amour owe at the Change Da	the result of the ow, this rounde at of the monthl te in full on th
My interest rare will never be greater t	than 18.373 %.			
(#) Effective Date of Changes My new interest rate will become effect on the first monthly payment date afte				
(f) Notice of Changes the Note Holder will deliver or mail to before the effective date of any change and telephone number of a person wh	. The notice will include in	formation required b	law to be given me a	
B. TRANSFER OF THE PROPERTY OR A Uniform Covenant 17 of the Security Instru			0/5c.	
Transfer of the Property or a Beneficial Inter (or if a beneficial interest in Borrower is sold of Lender may, at its option, require immediate shall not be exercised by Lender if exercise not exercise this option if: (a) Borrower caustransferce as if a new han were being made be impaired by the loan assumption and that to Lender.	or transferred and Borrower in e payment in full of all sum is prohibited by federal law ses to be submitted to Lend e to the transferee; and (b) L	s not a natural person as secured by this Se as of the date of thi ler information requi under reasonably de	n) without Lender's pries curity Instrument. How is Security Instrument. L ired by Lender to evalua itermines that Lender's s	raiten consent Mark this option ender also shaute the intended lecurity will no
To the extent permitted by applicable law, Len Lender may also require the transferee to sign to keep all the promises and agreements ma under the Note and this Security Instrumen	n an assumption agreement ide in the Note and in this	that is acceptable to Security Instrument.	Lender and that obligate	es the transfere
If Lender exercises the option to require impossibility provide a period of not less than 30 days sums secured by this Security Instrument. If Bany remedies permitted by this Security Instrument.	lys from the date the notice forrower fails to pay these so	is delivered or mail- ims prior to the expir	ed within which Borrow ration of this period, Len	ver must pay al
BY SIGNING BELOW, Borrower accepts and	t agrees to the terms and c	ovenants contained	in this Adjustable Rate	Rider,
	Cesar Rangel	Kang	Borrow	(Seal) ver
999.60.045 11/87	Valera	Kamel		(Seal)
	Valerie Rangel	· •	Borrov	VPT

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wint only for those renti<mark>act</mark> ese. Upon payment of the succession by this Mortga harge to Borrower. Borrower shall pay all costs of recordation, if any. 2). Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property. request for notice of depault and foreclosure under superior MORTGAGES OR DEEDS OF TRUST Borrower and Lender request the holder of any mortgage, deed of trust or other encombrance with a lice which has privates over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any delically under the superior encombrance and of any sale or other foreclosure action. IN WITH AS WHEREOF, Borrover has executed this Mortgage. Valeria Rangel STATE OF ILLINOIS, Cook i, .. the Undersigned I, the Undersigned and Valerie Rargel, Husband and Wile as Joint Tenants personally known to me to be the same person(s) whose name(s) ... ATE subscribed to the foregoing appeared before me this day in person, and acknowledged that . . I hex. . . signed and delivered the sold instrument as . . . 4 free voluntary act, for the uses and purposes there, set forth. iSth Given under my hand and official seal, this My Commission expires: OFFICIAL SEAL JOSEPH J. GALABRESE HOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 8/27/91 35:5 HT TI 873

RETURN TO: GOLDOME

2 Westbrook Corporate Center #440 Westchester, Illinois 60153

(Space Balon This Line Reserved for Lender and Records)