

PREP
+ Mail EQ Financial
10
118 N. Clinton St.
Chicago, IL 60661

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04037329

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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MORTGAGE

12/ 5/94

THIS MORTGAGE ("Security Instrument") is given on 12/ 5/94
19 The mortgagor is SANTOS CASTILLO AND FELIPA CASTILLO HIS WIFE AS
JOINT TENANTS ("Borrower"). This Security Instrument is given to
EQ Financial Inc. which is organized and existing
under the laws of 118 North Clinton Street Chicago IL 60661 and whose address is
Borrower owes Lender the principal sum of TWELVE THOUSAND NINE HUNDRED AND 0/100 ("Lender").
Dollars (U.S. \$ 12900.00). This debt is evidenced by Borrower's note
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
paid earlier, due and payable on 12/9/2004. This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security
of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument
and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described prop-
erty located in COOK County, Illinois:

LOTS 3 AND 4 IN BLOCK 13 IN EAST CHICAGO LAWN CAMPBELL'S SUBDIVISION OF THE
SOUTH 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P. I. N. 19-24-124-020-00

6606 S. TROY

CHICAGO

which has the address of (Street) (City)

Illinois 60629 ("Property Address");
(Zip Code)

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, 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 seized 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.

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 9/90 (page 1 of 6 pages)

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BOX 333-CTI

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(Space Below This Line Is Reserved For Letters And Records)

absent and delivered the said instrument as Exhibit A to the said Notary for the uses and purposes herein
described or the foregoing instrument applied before me this day of January, and acknowledged that the
personally known to me to be the same person(s) whose name(s)

do hereby certify that SANTOS CASTILLO AND FELIPIA CASTILLO

a Notary Public in and for said county and state.

County ass.

Social Security Number Borrower	581-98-2705	SANTOS CASTILLO BORROWER <i>Elvira Sanchez</i>
Social Security Number Borrower	331-50-7941	FELIPE CASTILLO BORROWER <i>Elvira Sanchez</i>
(SEAL)		(SEAL)

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

- | | | | | | | | | | |
|--|---|---------------------------------------|---|---|---|---|--|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Grandminimum Rider | <input type="checkbox"/> Family Rider | <input type="checkbox"/> Standardized Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Ballroom Rider | <input type="checkbox"/> Rate Impairment Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> Other(s) [Specify] |
|--|---|---------------------------------------|---|---|---|---|--|--|---|

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

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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 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 for Borrower'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 estimate of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits 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 shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each 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, 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 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.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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23. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.
Inasmuch as there is no Homestead, Borrower shall pay all taxes and expenses of this Security instrument without charge to Borrower. Borrower shall pay all fees and costs of recording this Security instrument.
22. **Release.** Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument without charge to Borrower, but not later than 12 months from the date of this paragraph 21, including, but not limited to, reasonable attorney fees and costs of title evidence.
21. **Acceleration.** Lender shall be entitled to offset all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney fees and costs of title evidence.
20. **Waiver of Non-Exemption.** Lender shall be entitled to waive the non-exemption of the non-erasable portion of the title to real estate after acceleration and the right to assert in the foreclosure proceedings the non-exemption of the title to real estate of any other debtor further inferior in interest to this Security instrument, notwithstanding any provision in this Security instrument, to the contrary.
19. **Waiver of Non-Exemption.** Lender shall be entitled to waive the non-exemption of the title to real estate after acceleration and the right to assert in the foreclosure proceedings the non-exemption of the title to real estate of any other debtor further inferior in interest to this Security instrument, notwithstanding any provision in this Security instrument, to the contrary.
18. **Borrower's Right to Remedy.** If Borrower meets certain conditions, Borrower shall have the right to have any remedies permitted by this Security instrument.
- If Lender exercises this option, Lender may specify terms prior to the earlier of (a) 5 days for such other period as applicable law permits or (b) entry of a judgment entitling this Security instrument and the Note as if no acceleration had occurred.
17. **Borrower's Right to Remedy.** If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any of the remedies set forth in this Security instrument.
- If Lender exercises this option, Lender may invoke any of the remedies set forth in this Security instrument.
16. **Borrower's Right to Remedy.** If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any of the remedies set forth in this Security instrument.
- If Lender exercises this option, Lender may invoke any of the remedies set forth in this Security instrument.
15. **Borrower's Right to Remedy.** If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any of the remedies set forth in this Security instrument.
- If Lender exercises this option, Lender may invoke any of the remedies set forth in this Security instrument.
14. **Borrower's Right to Remedy.** If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any of the remedies set forth in this Security instrument.
- If Lender exercises this option, Lender may invoke any of the remedies set forth in this Security instrument.
13. **Borrower's Right to Remedy.** If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any of the remedies set forth in this Security instrument.
- If Lender exercises this option, Lender may invoke any of the remedies set forth in this Security instrument.
12. **Acceleration.** 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. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security instrument.
11. **Waiver of Exercise.** Lender's prior written consent, Lender may, at his option, require immediate payment in full of all sums secured by this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security instrument.
10. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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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.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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 federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest In Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural

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Any amounts disbursed by Lender under this paragraph / shall become additional debt of Borrower secured by this Security Instrument for less Borrower and Lender agree to defer terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting same.

7. Protection of **Lender's Rights** in the **Property**. If Receiver fails to perform the covenants and agreements contained in this Section in a timely manner, Lender may terminate all rights in the Property and sue for damages in bankruptcy, probably, for condemnation or to enjoin a law of reorganization, furnish a proceeding in bankruptcy, probably, for condemnation or to restrain the use of the Property under such circumstances as will serve to make repairs. After giving Lender notice under this paragraph, Lender does not have to do so.

² *negative* in writing, *positive* in reading, *neutral* in the literature.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Tenant Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Agreement. Security Lien will and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extraordinary circumstances exist which are beyond Borrower's control. Borrower shall not dispose of, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall not assign the Property to any third party, without prior written consent of Lender, except to a family member, a spouse or a cohabiting partner of Lender, or to a trust in which Lender is the sole beneficiary, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extraordinary circumstances exist which are beyond Borrower's control. Borrower shall not let or lease the Property to any other person for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extraordinary circumstances exist which are beyond Borrower's control. Borrower shall not be liable for any damage to the Property caused by Lender's tenant(s), and Lender shall not be liable for any damage to the Property caused by Borrower's tenant(s).

Institutional investors also prior to the acquisition and preparation of the properties for sale and distribution.

unless Lender and Borrower agree in writing, any application of proceeds to principal shall not exceed the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. It under paragraph 2 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.

If less than $\frac{1}{2}$ days are required by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 re-requires it; Lender and Borrower shall give prompt notice to the insurance carrier and of paid premiums and renewals notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender; Lender may make good of loss if not made promptly by Borrower.