## JNOFFICIAL®O

COOK COUNTY. ILLINOIS

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Space Above This Line For Recording Data)

16.00

("Lender").

MORTGAGE

274546-1

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 11 19 90 The moregagor is ANGUERAM/FINANCES AND JUANA FUENTES, BUSBAND AND WIFZ AGUSTIN FURNTES

("Borrower"). This 'security Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 4242 NORTH HARLEM

NORRIDGE, ILLINGIS 6063 Borrower owes Lender the principal sum of 60634

SEVENTY THOUSAND AND NO/100

Dollara (U.S. \$ Dollar, (U.S. \$ 70,000.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not ). This debt is evidenced by Borrower's note paid earlier, due and payable on OCTOBER 1, 2020 . This Security Instrument secures to Lender: (a) the repayment of the d bt evidenced by the Note, with interest, and all renewals, extensions and . This Security Instrument modifications; (b) the payment of all other sums, (vii) interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borr over's covenants and agreements under this Security Instrument and the Noie. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property County, Illinois: located in COOK

LOT 11 BOTH INCLUSIVE, IN AVENUE HOMES SUBDIVISION PHASE 5 BEING A SUBDIVISION OF LOTS 1 TO 17, BOTH INCLUSIVE, IN BLOCK 34 IN WHIPFORD'S PART OF SOUTH CHICAGO, A SUBDIVISION OF THE EAST FRACTIONAL 1/2 OF THE NORTH WEST 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE WEST 1/2 OF THE SOUTH 1/2 OF THE RANGE 15 BASE OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY OF THE SOUTH CHICAGO SOUTHERN RAILROAD, (EXCEPT THE DESIGNATED STIFLTS OR ALLEYS ON THE NORTH AND WEST SIDES OF THIS TRACT, AND EXCEPT THAT PART FALLING IN WHITFORD'S SUBDIVISION AFORESAID) ALI IN COOK COUNTY, ILLINOIS.

See Exhibit A Attatched

which has the address of 11743 SOUTH EWING AVENUE

CHICAGO

Illinois

60617 [Zip Code]

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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

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 - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

de timber 19 90 the state of the program is a control to the state of the the sed voluntary act, for the uses and purposes therein of the the foregoing test uneur, appeared before me this day in person, and acknowledged that Indicate of the second of the BRA County as:

\* Notary Public is and for said county and state, Company of the state of the same of the sa -- BOYLOWER (Seal) -BOILDWEL (Seal) -Bottower (Seal) 14414411 HANGEN 3V -Borrower (Jss2)and in any classics, executed by Bostower and read only with it. THE STATE OF MELOW. Borrower storage at a series to the torms and coverants contained in this Security Instrument Tobia vilma 1 ← 1. □ 1 ← Family Rider Section of the Security Institution of the Security Institution. ose energiston in the Property.

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Security Instrument.

London shall release this Security is a second of the Security i possession of and manage the Property and to concern the property and to concern the receiver shall be applied first to payment that the process is fees, premiums accurate the fees in release this Security Instrument. ton feetowing judicial sale, Lender (in person, by agent or by judicially was promined to collect the tents e was supposed and on the Property and at any time ,gaibutoni ,Qf signigeraq airi; ni bebivorq selber supplications this Socurity Instrument by fudicial proceeding. e montression and foreclosure. If the default is not cured on -non sell gailescoong stateobarot sell at trame of his (mathematic form and prior to acceleration transit in acceleration of the default;

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(f) the default; sed sale of the Property. The posice shall further at that not prior to acceleration under paragraphs 13 and 17 unless nal elimonê sinb ni ha 19. Acceleration; Remodies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach

NON-UNIFORM COVENANTS. Bottower and Lender further covenant and agree as follows:

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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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection, Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. 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, 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.

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 same 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 nate of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower (10) 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 me 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 you'red 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.

11. Successors and Assigns Bo int; Point 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 agree nents shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (4) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the turns 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.

12. 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 norm charge shall be reduced by the arresunt 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.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instancement shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another material. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lenger. Any notice to Lenger 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. (1) Borrower or Lender when given as provided in this paragraph.

15. Governing Law: Severability. This Security Instrument shall be governed by fede, at I'w 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 Instruments

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 Lender's prior written consent, Lender may, at its option, require immediate payment is 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.

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 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 Horrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration 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, 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 paragraphs 13 or 17.

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LINIFORM COVENANTS. BOTTOWER and Lender covenant and agree as follows:

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LOT 11 IN AVENUE HOMES SUBDIVISION PHASE 5 BEING A SUBDIVISION OF LOTS 1 TO 17, BOTH INCLUSIVE, IN BLOCK 34 IN WHITFORD'S PART OF SOUTH CHICAGO, A SUBDIVISION OF THE EAST FRACTIONAL & OF THE NORTH WEST & OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO, THE WEST 1/2 OF THE SOUTH 1/2 OF THE SOUTH EAST & OF THE NORTH WEST & OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY OF THE SOUTH CHICAGO SOUTHERN RAILROAD, (EXCEPT THE DESIGNATED STREETS OR ALLEYS ON THE NORTH AND WEST SIDES OF THIS TRACT, AND EXCEPT THAT PART FALLING IN WHITFORD'S SUBDIVISION AFORESAID) ALL IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 11743 SOUTH EWING AVENUE, CHICAGO, IL 60617 Clerk's Office

PIN: 26-20-123-001-0000

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