RECORD AND RETURN TO: CENTRUST MORTGAGE COR

358xSGHTHMZSIX12IHXAYENBE 1251 N. PLUM GROVE RD-SUITE 105 BERRETEEBKBERSHXXEESRIBAMSSAASK SCHAUMBURG, IL 60173



ISpace Above This Line For No. Inding Data 1 10 223971-5

MORTGAGE

COTTALL IS THIS MORTGAGE | Security Instrument is given on . The mort , agor is ELEGAR G. LABAGUIS AND SHIRLEY D. LABAGUIS . HUSEAND AND WIFE

FIRST NATE WAS MORTBAGE ENCHANGE. INC ("Borrower"). This Security Instrument is given to

which is organized and existing under the laws of THE STATE OF DELAWARE 3545 WILSHIRE BOULEVARD, SUFER 327, LOS ANGELES LABOFORNIA 90000 . and where address is

Lender :

Borrower owes Lender the principal sum of ONE HUNDRED TWELVE THOUSAND FIVE HUNDRE. AND DO/100---

110,000,00 ----- Dallars U.S.\$ The limit was demonstry in the constraint intention same fine as with the full sense of the pool entires, due and payable on this Security Instrument ("Note"), which provides for among by payments This Security Interpretate control to Dender the transport of the debt evidenced by the OCTOBER 01, 2005 Note, with interest, and all renewals, extensions and modificat its. r i the comment of all other some with eiterest, advanced under paragraph 7 to protect the security of this Security Instrument; at \$\displaystyle \tau\$ jie performance of Barrower's ecoemants and <mark>agreements under th</mark>is m mirozol zoon one o ologi i Dimber the fallemenz Sessenbes Security Instrument and the Note. For this purpose, Borrower dives t Contraction of property located in

THE EAST 1/2 OF THE SOUTH 1/2 OF LOT 9 IN BLOOF IN HIELD AND MAPTIN'S ADDISON AVENUE SUBDIVISION OF THE NORTH 1/3 OF THE NORTH 2 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRL PAYNOIPAL MERIDIAN IN COCK COUNTY, ILLINOIS. PIN 13-21-401-064 VOL. 348 COASC

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which has the address of

4852 WEST EDDY STREET

CHICAGO

Illinois

60641

("Property Accord-

TOGETHER WITH all the improvements now or hereafter erected to the property, and all casements, rights, appartenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now to two form part of the property. All professional additions shall also be crewed by this Security Instrument as replacements and additions shall also be covered by this Security Instrument. Al. of the foregoing is coferred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estimation of a convey and has to on our to morigage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrous and will defend generally the title to the Property against all claims and demands, subject to any encumination of income

THIS SECURITY INSTRUMENT combines uniform covenants for the transfer of the following with lamited variations by jurisdiction to constitute a uniform security instrument covering real or the security

ILLINOIS-Single Family FNMA FHLMC UNIFORM INSTRUMENT

Page 1 of 1

Burge & Associates, P. 1

Form 3614 12 83

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UNIFORM COVENANTS. Borrower and entercovenant and not represent state processing the covenant and Late Charges. Entraced state processing the covenant and Late Charges.

L Payment of Principal and Interest: Prepayment and Inte Charges. Effectively stall principal of a stall principal of a stall principal of the Pote and any prepayment and late charges like under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender. Bernader shall pay to Lender on the day menthly payments are due under the Note, until the Note is paid in 10%, a sum of Funds of equal to pre-twelfth of the yearly taxes and assessments which may attain priority over this Security Instrument; by yearly less shold payments or ground rents on the Property, if anytice yearly hazard insurance premiums; and the yearly mortgage insurance of columns, if any. These denies are called forces may estimate the Funds due on the basis of current data and reasonable estimates of future escrewaters.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the excrawatenes bender may not charge for helding and applying the Funds, analyzing the account or verifying the excrawatenes unless Lender pays Burrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed to be a connection with lender account gints this Security Instrument to pay the cost of an independent tax reporting services and the funds of the funds of the funds and Lender may agree in writing that interest shall be paid on the funds of the Funds bender shall not be required to pay Borrower any interest or the Funds bender shall not be required to pay Borrower any interest or the Funds bender shall not be required to pay Borrower any interest or the Funds bender shall not be Funds showing credits and debits to the Funds and try purpose for which each religit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future countrily payments of Funds may the prior to the due dates of the escrew items, shall exceed the amount required to pay the escrew items of model. The excess shall be not Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held my Lender is not sufficient to pay the escrew items when due, Borrower shall pay to Lender any amount of sees my to make up the leftency of one or more payments arrequired by Lender.

Upon payment in full of all sums secured by this Security instruction, the security promptly relief of the respect to the security is sold or acquired by Lender, and small apply, no after the commentately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the life of application is accounted, and the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides others sold is payments received by Londer order paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment on a gest due under the Note; thoru, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges: Liens.—Borrower shall pay all trues, assessments, charges, fires and impositions attent trable to the Property which may attain priority over this Security Instrument, and leasehold payments of modificates if any. First, and if pay these all guidens in the manner provided in paragraph 2, or if not paid in that manner. Para was a shall pay them in time directly to the person awel payment Borrower shall promptly furnish to Lender all notions of amounts to be paid under this paragraph. If Borrower makes these payment directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has pricedly over the Security Instrument unless form were a carries in writing to it payment of the obligation secured by the lien in a manner a captable to Londer the contests in good faith the iten by, or defends again enforcement of the lien in, legal proceedings which in the Lender's partial approach to prevent the enforcement of the lien or forfeiture of a part of the Property; or (c) secures from the holder of the lien at agreement satisfactory to Londer substituting the lien to this Security Instrument. If Lender determines that any part of the Property is substituted or which may attach or the Security Instrume Lender may give Borrower a notice identifying the lien. Borrower shows a letter take use or or of the regions set forth ab within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now a start the receiver erected on the Property insured against los fire, hazards included within the term "extended coverage" and any other constants. In the low to the insurance shall be maintained in the amounts and for the periods that Lender requires. The maintained in the amounts and for the periods that Lender requires. The maintained in the amounts and for the periods that Lender requires. The maintained in the insurance shall be chosen by Borrower subject to Lender's approval, which shall not be unreasonably a time!

All insurance policies and renewals shall be acceptable to Lender or the new that the standard matter, a closed. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall at most yet one to be detail to be of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance larger and Lorder controlly make around a face if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance year-less shall be upplied to restriction or remain if the Propert damaged, if the restoration or repair is economically feasible and Landers society is not lesson. Deficit restriction of repair is no economically feasible or Lender's security would be lessened, the restriction of the first of the security would be lessened, the restriction of the first of the security would be lessened, the restriction of the first of the security lessened in the first lender of not then due, with any excess paid to I to be an a little of the first of the security lessened in the security and the security and the security lessened in the s

Unless Lender and Borrower otherwise agree in writing, any other control of the first production of the monthly payments referred to in paragraphs 1 and 2 or charge to the control of the

6. Preservation and Maintenance of Property: Leaseholds. Born wor shall not destroy, tanage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Bornower shall romply with the provisions of the lease, and if Bornower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merge in writing.

7. Protection of Lender's Rights in the Property: Mortgage Insurance. If horrower last to prove the contained agreements contained in this Security Instrument, or there is a legal proceeding that may supplied that the term of this court. Property such as a proceeding in bankruptcy, probate, for condemnation or to enforce lower to the last last less to the last less than the property and Lender's rights in the Property. Let us to active may be used to be young secured by along which has priority over this Security Instrument, appearing in court, paying the statement of the Property to make repairs. Although Lender may take action under this paragraph 7. Lender uses a toward doesn.

Any amounts disbursed by Lender under this paragraph 7 shall become which can belt of Berriwer's word liberable Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be payable, with interest upon notice from Lender to Borrower requesting payment.

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If Lender required mortgage coursed a scoudition of many it. The interesting mortgage in Surrawer shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance 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 properties.
- 9. Condemnation. The proceeds of any award or claim for damages, threat or consequential, in can extran with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation or the bereby assigned or a 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 are not then due, with any excess paid to Borrower. In the event of a partial total of the Property, unless have were and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the processes of a tiplied by the following fractions (a) the total amount of the sums secured (momediately before the taking account by it the fair markets also 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 condended Most to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days one time into the crutice is a very like increase authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property in to the sums secured by the Security Instrument, whether or not then due.

Unless Londer and Borrower otherwise agree in writing, any application of incorposate to principal should be extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the angular of such payments.

- 10. Borrower Not Released: Forbearance By Lender Not a Waiver. Expression of the sum of payment or modification of amortization of the sum occurred by this Security Instrument granted by Lender to any successor in the sufficiency of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in the set. Lender shall not be equived to commence proceedings against any successor in interest or refuse to extend time for payment or the rose of midify improved to the sums secured by this Security Instrument by reason of any demand made by the original Borrower or hour works successors in a tree. Any forbearance by Lender in exercising any right or remotly in ill not be a waiver of or preclude the event of the right or remotly.
- Instrument shall bind and benefit the processors and assigns of Lender and Represents subject to the processors of paragraph 17. Berrower's covenants and agreements shall be joint and several. Any Borrower who case greaths Security Instrument intrinses the Notes as is co-signing this Security Instrument or two mortgage, grant and convey that Represents in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument, to a confident Lender and any other Borrower may agree to extend, modify, for er, or make any accompanies with regard to the terms of the Note without that Borrower's consent.
- 12. Loan Charges. If the loan secured by this Security Instrument is support to below which sets more limit thinges, and that law is finally interpreted so that the interest or other loan charges collected by the collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount not essays to reduce the charge to the committed limit; and the any sums already collected from Borrower, which exceeded permitted limits will be missible to borrower. Let for my choose to make this refund be reducing the principal awed under the Note or by making a direct payment of the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 13. Legislation Affecting Lender's Rights. If enactment is expert to the horizontal laws as the continuous provisions the Note or this Security Instrument unenforceable according to its terms by the rest option, may require immediate payment in full of a sums secured by this Security Instrument and may invoke any remediate a fruittently puragraph 18. If he are exercises this aprion, Laude shall take the steps specified in the second paragraph of paragraph 17.
- 14. Notices. Any notice to Borrower provided for in this Security I say to a shall be given by it is not it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be given by the Property Address or any other address. Borrower designates by notice to Lender. Any notice to Lender shall be given by Taylorians mail to be night a first stated herein or any other address. Lender designates by notice to Borrower. Any notice provided for a tool Security I strument show he his med to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law: Severability. This Security Instrument the control by few to be a first purisdiction in which the Property is located. In the event that any prevision or clause of the second learning to the conflict shall not affect other previsions of this Security Instrument of the Note of the second control by the conflicting prevision. To this end the provisions of this Security Instrument and the Note are decorated as second.
 - s end the provisions of this Security. Instrument and the Note are used to be a Sectional.

 16. Borrower's Copy. Borrower shall be given one conformed copy. This Note and of this Security of the American
- 17. Transfer of the Property or a Beneficial Interest in Borrower. In our way part of the Property of a now interest in it is said transferred for if a beneficial interest in Borrower is sold or transferred or the rework not a cutoral test. The contractive transferred or the rework not a cutoral test. The contractive transferred or the rework not a cutoral test. The contractive transferred or the rework not a cutoral test. However, this applies shall not be exercised by Lender if exercise is prohibited by federal law solutions. The courty laws of the security laws of th

If Lender exercises this option. Lender shall give Borrower notice of active return. The notice shall provided and describe than 30 day from the date the notice is delivered or mailed within which Borrower must say all some secured by this Security Instrument. If Borrow fails to pay these sums prior to the expiration of this period. Lender may revoke any remoders permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain noted to be trained whall have to come to have enforcement of this Security Instrument discontinued at any time prior to the earlier of the Today or such other periods a qualicable law may specify for reinstatement) before sale of the Property pursuant to any power of such other on the Security Instrument, in the conditions are that Borrow of a pays bender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred, or care sony default of any other or other would be due under this Security Instrument and the Note had no acceleration occurred, or care sony default of any other or other or accounts to pays all expenses incurred in enforcing this Security Instrument, including, our or other or other may reasonably require to assure that the lien of this Security Instrument, bender's mathematic to the security of Borrower's obligation to pay the sums secured by this Security Instrument shall continue account to a location to the security in scale to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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19. Acceleration: Remedies, Lender shan give notice ing Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default: the action required to cure the default: (c) a date, not less that 30 days from the date the notice is given to Borrower, by which the default must be cured; and id: that failure to cure the default on or before the date specified 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 foreclosure. If the default is not cared on or before the date specifical in the notice, hender at its option may require immediate payment 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 this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 12 or arondonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale. Lender in portably agent or by judicially appointed receivers shall be entitled to enter upon, take possession of and manage the Property and to collect the new test the Property including these past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of country and the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonation to thousand then to the same secured by this Security

21. Release. Upon payment of all sums secured by this Security Institute of the beautiful institute of the Security Instit charge to Borrower. Bor low ir shall pay any recordation costs.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security In a runnent as if the rider's were a part of this Security Instrument. Check applicable boxes of

Adjustable Rate Rice	Condominium Rider	14 Family Rider	
Graduated Payment Rider	Planned Unit Development R	ider	
Other(s) [specify]	×		
BY SIGNING BELOW, Borrower accepts and a	igrees to the terms and c venunts contained	in this Security Instrument and in	any rider s
executed by Borrower and recorded with it.	0/		
• *	T_{α}	Labour	Sea*
•	(TELEJAR/J). LABAG	īs film	Bertin
	0,/.	James	Sea
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	ace Below This Line For Acknowledgment]	··· /	
•		· S _	
RETURN TO: CENTRUST MORTGAGE CORP			
1251 N. PLUM GROVE ROAD		- 15c.	
SUITE 105' SCHAIMBURG II 60173			

State of Illinois, County of

	Notary Familie in and for sold County, in the State aforeseld, do hereby certify thatElejar J. Labaquis and
IMPRESS	Shirley D. Labaguis, his wife
	personally known to me to be the same person whose name(s) are
SEAL	subscribed to the foregoing instrument arreared before me this
	day in person, and acknowledged that he stored and days-harps
Here	the said instrument as their free and voluntary act, for the
	uses and purposes therein set forth.

Given under my hand and official seal.

Commission Expires	Daix Marie?
	NUTURY PUBLIC

OCTOBER

1	<u> </u>
◀	"OFFICIAL SEAL"
4	Gall Maher
◀	Notary Public, State of Illinois 3
4	My Commission Expires 10/2/93
	** * * * * * * * * * * * * *

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