

AVONDALE PRIME LOAN

30040746

MORTGAGE
(Individuals)

Loan Number 5-7780-31

THIS MORTGAGE is made this 24th day of January, 19 90,
between the Mortgagor, Renny Rosado, and Carmen Rosado, His wife

(herein "Borrower"),
and the Mortgagee, AVONDALE FEDERAL SAVINGS BANK, a federally chartered savings bank, whose address is
20 North Clark Street, Chicago, Illinois 60602 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of (\$ 65,000.00) Dollars
("Maximum Amount"), or so much of that sum as may be advanced pursuant to the obligation of Lender (whichever
is lesser), and evidenced by Borrower's Note, providing for monthly payments of principal and/or interest and, with
the balance of the indebtedness, if not sooner paid, due and payable on January 23, 1995
("Maturity Date") unless extended pursuant to paragraph 22 hereof.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note (including, but not limited
to, such obligatory future advances ("Future Advances") as are described in paragraph 18 hereof), the payment of all
other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the
performance of the covenants and agreements of the Borrower herein contained, Borrower does hereby mortgage,
grant and convey to Lender the property legally described

in the attached Exhibit "A" located in the County of Cook, State of Illinois, which has the address of
2520 N Talcott Ave, Chicago Illinois 60647 ("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, water rights and water stock, and all
fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall
be deemed to be and remain part of the property covered by this Mortgage; and all of the foregoing, together with
said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to
mortgage, grant and convey the Property, that the Property is unencumbered with the exception of those items, if
any, listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Pro-
perty, and that Borrower will warrant and defend generally the title to the Property against all claims and demands,
subject to any encumbrances, declarations, easements or restrictions listed in a schedule of exceptions to
coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due without set-off, recoupment, or
deduction, the principal of and the interest on the indebtedness evidenced by the Note, and late charges as provided
in the Note, including the principal of and interest on any Future Advances secured by this Mortgage.

2. Application of Payments. All payments received by Lender under the Note and paragraph 1 hereof, shall
be applied by Lender first in payment of interest due on the Note, then to principal of the Note, including any
amounts considered as added thereto under the terms hereof.

3. Charges; Liens. Borrower shall promptly pay all obligations secured by a mortgage or trust deed affect-
ing the Property, taxes, assessments and other charges, fines and impositions attributable to the Property which
may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, when due. Borrower shall
promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make
payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall
promptly discharge any lien which has priority over this Mortgage with respect to any sum, including, but not limited
to, Future Advances.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Prop-
erty 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; provided, that Lender shall not
require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this
Mortgage and all other mortgages and trust deeds with respect to the Property.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; pro-
vided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Bor-
rower when due.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard
mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and
renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums.
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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or
repair of the Property damaged, provided such restoration or repair is economically feasible or if the security of this
Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the
excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender
within 30 days from the date notice 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.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall
not extend or postpone the due date of the monthly installments referred to in paragraph 1 hereof or change the
amount of such installments. If under paragraph 16 hereof the Property is acquired by Lender, all right, title and interest

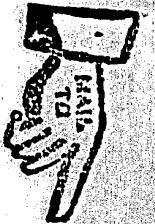
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Property of Cook County Clerk's Office

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Edward D. Palasz, Vice President
Avondale Federal Savings Bank
20 North Clark Street
Chicago, Illinois 60602

THIS INSTRUMENT WAS PREPARED BY AND MAIL TO:

OFFICIAL STATE
Lisa A. Foster
Notary Public, State of Illinois
My Commission Expires 2/15/93

Notary Public

[Signature]

My Commission expires:

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Benny Rosado and Carmen Rosado, his wife personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they are signed and delivered to be the same person(s) free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 24th day of January, 1990.

STATE OF ILLINOIS
COUNTY OF Wheeler
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IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Borrower Benny Rosado X Benny Rosado

Borrower Carmen Rosado X Carmen Rosado

Borrower _____

Borrower _____

91-20700C

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of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. 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 constituent documents. If a Condominium or Planned Unit Development Rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such Rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the Rider were a part hereof.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or any mortgage or trust deed affecting the Property, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6 with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be considered as so much additional principal due under the Note payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, providing that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, 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 Mortgage, with the excess, if any, paid to the Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds 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 such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

9. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

10. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice addressed to Borrower by regular first class mail 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, return receipt requested, 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 be deemed to have been given to Borrower or Lender when given in the manner designated herein.

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LOT 2 IN THE RESUBDIVISION OF LOTS 29, 30, 31, 32, 33 AND 34 IN BLOCK 11 IN HARRIET FARLINS SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX NO. 13-25-418-025 VOL. 529.

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