RECORD AND RETURN TO:
CENTRUST MORTGAGE CORPORATION, CORRESPONDENT - POOT CLOSING DEPO350 SCUTHWEST 12TH A ENUA STATE CORPORATION CORRESPONDENT - POOT CLOSING DEPODEERFIELD BEACH, FLORIDA 35412 FF C A L COP

A Comment

90209641

(Space Above This Line For Recording Data)

#2805 # #-90-209641

COOK COUNTY RECORDER

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 30
19 90 . The moregagor is CARMEN RANGEL , A SPINSTER

("Borrower"). This Security In Arument is given to ILLINOIS CORPORATION

Borrower owes Lender the principal sum of

EASTERN PIONEER MORTGAGE CO., AN

which is organized and existing under the laws of THE STATE OF ILLINOIS

, and whose address is

("Lender").

6163 NORTH BROADWAY, CHYC/GO, ILLINOIS 60660

JIXTY SIX THOUSAND SIX HUNDRED SEVENTY FIVE AND 00/100----

Dollars (U.S.\$ 66,675.00 ). 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 MAY 01, 2020 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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 levely mortgage, grant and convey to Lender the following described property located in CHICAGO

SEE ATTACHED LEGAL DESCRIPTION. PIN 19-23-128-019.

LOT 3 IN THE RESUBDIVISION OF LOTS 10 TO 15 IN BLOCK 2 IN . 1. BARTLETT'S SUBDIVISION OF THE SOUTH 40 RODS OF THE EAST 100 ACRES OF THE NORTHWEST QUIRTER OF SECTION 23, TOWNSHIP SHOURTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

90209641

which has the address of

3709 WEST 66TH STREET

CHICAGO

(City)

Dlinois

60629

(Zip Ceda)

("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 heroby 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- FNMA/FHLMC UN!FORM INSTRUMENT

Form 3014 12/83

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- 1. Payment of Principal and I the tree property of and interest on the debt evidenced by the Note in any property in discontinuous that lote.
- 2. Funds for Tuxes 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") equal to one-twelfth of: (a) yearly taxes and essments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "eacrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrew items.

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 escrew items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Londer to make such a charge. A charge assessed by Londer in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for the purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. 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. 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 the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the secrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in fall of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragre in 19 the Property is sold or sequired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisi iou by Lender, any Funds held by Lender at the time of ap; lication as a credit against the sums secured by this Security Instrument.

- 3. Application of Paymente, Unless applicable law provides otherwise, all payments received by Lender, under paragraphs 1 and 2 shall be applied: first, to late charges are under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; ar a list, to principal due.
- 4. Charges; Liene. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrumer, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not pard 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 Lendel 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 manue, acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lour's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lies an agreement satisfactory to Lender subordinating the lies to this Security Instrument. If Lender determines that any part of the Proporty is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shell satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now cirting or hereafter erected on the Property insured against less by fire, hazards included within the term "extended coverage" and any other he zar is for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The juryrance carrier providing the insurance shall be chosen by Borrower subject to Lander's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a tandard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Vender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and fander. Lender may make proof of loss if not made 🔀 premptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect in insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, y nother or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 19 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 Instrument immediately prior to the acquisition.

- 6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Scrrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other 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 payment-

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If Lender required mortgage insulated as a country of making he can secured by this Security Instrument. Borrower shall pay the premiums required to maintain 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 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 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 data of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 10. Berrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amerization 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 amerization of the sums secured by this Security Instrument by reason of rely 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 proclude the exercise of any right or remedy.
- 11. Successors and Assa, a Sound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and beauth the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be into 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, for hear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 12. Lean 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 k an 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.
- 13. Legislation Affecting Lender's Rights. If enactment or expression 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 remed as termitted 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 Internment 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 livichas 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 referred 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 affect 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 Listrument.
- 17. Transfer of the Property or a Beneficial Interest in Berrower. 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 per on) rithout Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Becurity 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 Intument. 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 Eurower.

18. Berrower's Right to Heinstate. 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 Borrower: (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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NON-UNIFORM COVENANTS. Borrower and Lender further evenant and agree at follows:

19. Acceleration: Remedies Lander stall pre-nation to Borrower prior to acceleration under paragraphs 12 and 17 unless applicable law prevides etherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less that 30 days from the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, fereslosure 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 cured on or before the date specified in the notice, Lender at its eptien 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.

1-4 Family Rider

WINDS HAMUS)

peared before the this signed and delivered voluntary act, for the

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J. 3.

20. Lender in Pessession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or 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 sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay 31.7 recordation costs.

22. Waiver of Hoy as, ead. 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 are agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument, [Check applicable box(es)]

Condominium Rider

Graduated Payment Ride	Planned Unit Development Rider	
Other(s) [specify]		
BY SIGNING BELOW, Borrower accepts and ag	Ness to the terms and covenants contained in this Security Instrumen	nt and in any rider(s
secuted by Borrower and recorded with it.		-
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Comission Expires

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Adjustable Rate laker

MAIL-TO CENTRUST MORTGAGE CORPORATION 1251 N. PLUM GROVE RD ST 105 SCHAUMBURG, ILLINOIS 60173 0209643

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	1-4 FAMIL V DINED
	1-4 FAMILY RIDER (Assignment of Rents)
	THIS 1-4 FAMILY RIDER is made this 30TH day of APRIL 19 90 and is incorporated into and shall be
C T	to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given undersigned (the "Borrower") to secure Borrower's Note to EASTERN PIONEER MORTGAGE CO., AN ILLINOIS CORPORATION
	(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 3709 WEST 66TH STREET, CHICAGO, ILLINOIS 60629
	(PEOPERTY ADDRESS)
	1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender covenant and agree as follows:
	A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Propits zoning classification, unless Londer has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulation requirements of any two meental body applicable to the Property.
۱.	B. SUBORDINATE UNINE. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instruments of the Property without Lender's prior written permission.
1	C. RENT LOGS INSURAN(E) Porrower shall maintain insurance against rent loss in addition to the other hazards for which insist required by Uniform Covenant 5.
	D. "BORROWER'S RIGHT TO EXINSTATE" DELETED. Uniform Covenant 18 is deleted.
	E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all s
	deposits made in connection with leases of the Property Upon the assignment, Lender shall have the right to modify, extend or termin existing leases and to execute new leases, in Lender's role discretion. As used in this paragraph E, the word "lease" shall mean "sublease
	Security Instrument is on a leasehold.
_	F. ASSIGNMENT OF RENTS. Borrower unconditions', assigns and transfers to Lender all the rents and revenues of the Pro-
8	Borrower authorizes Lender or Lender's agents to collect the rentrand revenues and hereby directs each tenant of the Property to prents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lend
9	Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only,  If Lender gives notice of breach to Borrower; (i) all rents received by Dorrower shall be held by Borrower as trustee for benefit of only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents
	Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender's agent on Londer's written den the tenant.
•	Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lends exercising its rights under this paragraph F.  Lender shall not be required to enter upon, take control of or maintain the Property believe or after giving notice of breach to Bor
E	However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt s
	by the Security Instrument is paid in full.
	G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which hender has an interest at breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security in trument.
	BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family R.d a.
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