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Home Equity Loan

Mortgage

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	UST 6 , 1993 . The mortdayd
IS ANICETO BARRAZA AND MARIA R. BARRAZA, HIS WIFE	("Borrower")
This Security instrument is given to The First National Bi	ank of Chicago
which is a National Bank organized and existing under the	laws of the United States of America
whose address is One First National Plaza, Chicago	, illinois <u>60670 ("Lender")</u> . Borrower owe:
Lender the principal sum of THIRTY THOUSAND AND NO/100 Dollars (U.S. \$ 30,000,00). This debt is evidenced by	v Borrower's note dated the same date as this
Security Instrument ("Note"), which provides for monthly payment payable on 08/20/98 This Security Instrument	its, with the full debt, if not paid earlier, due and it secures to Lender: (a) the repayment of the
debt evidenced by the Note, with Interest, and all renewals, exter- other sums, with interest, advanced under paragraph 7 to prote	nsions and modifications; (b) the payment of all the country instrument; and
(c) the performance of Borrower's covenants and agreements ur	nder this Security Instrument and the Note. For
this purpose barrower does hereby mortgage, grant and conv	ey to Lender the following described property
located incookCounty, Illinois:	
LOT 35 IN THE JUIDIVISION OF THE NORTH 1/2 OF BI SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RV	ANGE 14 EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, II	LLINOIS.
$O_{\mathcal{F}}$	
part of the parties	
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Permanent Tax Number: 17-19-415-033, ,	
which has the address of 1836 W. CULLERTON	CHICAGO
Illinois 60608 ("Property Address"):	
TOGETHER WITH all the improvements now or hereafter erec	and on the property, and all assements, tights:
appurtenances, rents, royalties, mineral, oil and gas rights and	profits, vater rights and stock and all fixture
now or hereafter a part of the property. All replacements and ac	dditions chall also be covered by this Security
Instrument. All of the foregoing is referred to in this Security Instru	iment as the "Property".
BORROWER COVENANTS that Borrower is lawfully seised of	the estate her/ov conveyed and has the right
to mortgage, grant and convey the Property and that the Propert of record. Borrower warrants and will defend generally the title to	y is unencumo ared, except for encumbrances the Property against all claims and demands,
subject to any encumbrances of record. There is a prior mortgage	e from Borrower to N/A
Deeds on as document number N/A	orded with the N/A County Recorder of ("Prior Mortgage"):
Desd's onas document number	() Not Morigage).
THIS SECURITY INSTRUMENT combines uniform covenants with limited variations by jurisdiction to constitute a security instru	s for national use and non-uniform covenants ment covering real property.
UNIFORM COVENANTS. Borrower and Lender covenant and	l 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 No under the Note.	ote and any prepayment and late charges due
2. Funds for Taxes and Insurance. Lender, at its option m	nay require Borrower to pay to Lender on the
day monthly payments are due under the Note, until the Note is pa of: (a) yearly taxes and assessments which may attain priority ove	aid in tull, a sum ("runds") equal to one-twellth
of: (a) yearly taxes and assessments which may attain priority over payments or ground rents on the Property, if any; (c) yearly	hazard insurance premiums: and (d) vearly
nortgage Insurance premiums, if any. These items are called "es	crow items." Lender may estimate the Funds
due on the basis of current data and reasonable estimates of future	e escrow items.
The Funds shall be held in an institution the deposits or acco	

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federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrrower interest on the Funds and applicable law permits Lender to make such a charge. 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 Funds was made. The Funds are pledged as additional security for the sums secured by this Security

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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 escrow items when due. Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as

Upon payment in full of all sums secured by this Security Insutrument, Lender shall promptly relund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held

by Lender at the time of application 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 paragraph 1 and 2 shall be applied: first, to accrued interest; second, to past due insurance; third, to current billed insurance; fourth, to past due principal; fifth, to current billed principal; sixth, to charges; seventh, to principal due; and last, to accrued but unbilled insurance.

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 it em 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 lander receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument except for the Prior Mortgage unless Borrower. (2) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) confests 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 forfeiture of any part of the Property; 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 except for the Prior Mortgage, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien of take one or more of the actions set forth above with 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall fee 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 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.

All insurance policies and renewals shall be accepted to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and reviewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make provide 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, 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 Ir.s' ument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not arswer within 30 days a notice from Lender that the Insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

extend or postpone the due date or
of the payments. If under paragraph 20 the Property prior to the acquisition.
policies and proceeds resulting from damage to the Property prior to the acquisition.
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 an leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

The Property; Mortgage Insurance. If Borrower fails to perform the leasehold, for condemnation or leasehold, for condemnation or leasehold. Unless Lender and Borrower otherwise agree in writing, any application of procesus to principal shall not

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

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.

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.

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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

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

10. Borrower Not Peleased; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amor ization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Fortuser shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Londer 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 Lendor 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 Yound; 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 Porrower 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 instrement is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interpret 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 maximg 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 13 its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 20. 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 Instrument shall be giver, 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'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 astrument

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 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.

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 falls 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.

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- 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 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 is no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.
- 19. No Defaults. The Borrower shall not be in default of any provision of the Prior Montgage or any other mortgage secured by the Property.

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

- 20. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any coremant 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; (b) the action required to cure the default; (c) a da e, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (a) 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 rur nor inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding to non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not curso on or before the date specified in the notice, Lender 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 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 21, Lender in Possession. Upon acceleration under paragraph 20 or abandonment of the Property and at any time prior to the expiration of any period of rade nation 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 rue. 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 bond; and reasonable attorneys' fees, and then to the sums secured by 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. Borrower shall pay any recordation costs.
 - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 24. Riders to this Security Instrument. If one or more riders are expected by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such ricler shall be incorporated into and shall amend and supplement the covenants and agreements of this Security instrument as if the rider (s) were a part of this Security Instrument.

Instrument and In any rider(s	executed by Borrower and		strument.
ANICETO BARRAZA	Borneya		-Borrower
XOMINIA R. BARRAZA	iroza		
mailte	Ban:	33	-Borrower
	pared By: VERONICA	RHODES	
	k of Chicago, Suite 0482, Chic		
	(Space Below This Line	For Acknowlegment) ————	
STATE OF ILLINOIS,		County ss:	
I, certify that ANICETO BARRAZA A	, a No MD MARIA R. BARRAZA, HIS WIFE	nary Public in and for said	county and state, do hereby
appeared before me this delivered the said instrumen	day in person, and acknow tas free and vo	riedged thatunless and the sees are sees as the sees are sees are sees as the sees are sees as the sees are sees as the sees are sees are sees as the sees are seed as the sees are sees are seed are seed are seed as the sees are seed are	ourposes therein set forth.
Given under my hand and	official seal, this 9 7th	lay of Augus T. 1993	}
My Commission expires:	"OFFICIAL SEAL" JUAN M. VILLASENOR Notary Public, State of 11 nois	S	

Notary Public

My Commission Expires 11./19/96

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