TITLE GIVED INTO 4601 Emerson St., Colo 102 Paletino, II. 60307 (708) 300 6 70

## 93104945

0020009557

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## MORTGAGE

THIS HORTGAGE ("Security Instrument") is given on 29TH, day of JANUARY, 1993. The AND mortgagor is JUAN M PLORES SOFIA T PLORES HUSBAND AND WIFE

("Borrower") This Security Instrument is given to MORTGAGE CAPITAL CORPORATION which is organized and existing under the laws of Minnesota, and whose address im 111 E. KELLOGG BLVD., ST. PAUL MN 55101, ("Lender"). Borcover owes Lender the principal sum of OHE HUNDRED SEVEN THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (U.S.S. 107,250.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for evidenced by Borrower's monthly payments, with che full debt, if not paid earlier, due and payable on the first day of FEBRUARY, 2008. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 Pore. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 172 IN MEADOWS SOUTH PHASE III, BEING A SUBDIVISION OF PART OF THE EAST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9, BAST OF THE THIRD PRINCIPAL MERIDI'M, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 28, 1989 AS DOCUMENT NO. 63039182 IN COOK COUNTY, ILLINOIS.

UPPT-01 RECORDING

\$31.00

1. 63.

T\$444 TRAN 3932 02/09/93 10:03:00

45501 **\*** ¥--93-104945

COOK COURT RECORDER

PIN # 06-25-115-036-0000

which has the address of 932 KARTWOOD DRIVE, [Streat]

STREAMWOOD

[City]

("Property Address");

Illinois 60107-[Sip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all essements, appurtenances, and 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."

BORROLER COVENANTS that Borrower is lawfully swised 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 werrants 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.

ILLINGIS-Single Family-Fannie Mae/Fredddie Mac UNIFORM INSTRUMENT

CLDOC927 (03/92)

Form 3014 9/20 INITIALS:\_

PAGE 1 OF 6

UNIFORM COVENANTS. Borrower and Lynde Tower and Magne and Allows COPY

 Payment of Principal and Interest; Propayment and Late Charges, Berrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard pripropenty insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as smended from time to time, 12 U.S.C. Section \$2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or intity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender thell apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require. Torrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Jender 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 add them; security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law. Lender shall account to Borrower for the excess Funds in recordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such care Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this fecurity Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire on sell the Property, Lender, prior to the acquisition or sale of the Property, shall any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by 1/13 Security Instrument.

3. Application of Payments. Unless applicable law provides (therwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to relicipal due; and last, to any late charges due under the Note.

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 more provided in peragraph 2, or if not paid in that manner, Borrower shall pay these 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 Lender receipts evidencing the newments.

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 manner acceptable to Lender; (b) contests 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 (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 ray attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lieu. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term 'extended coverage" any other hazards, including floods or flooding, for which Lender requires insurance. This insurance fail be maintained in the amounts and for the periods that Lender requires. The insurance carrier royiding the insurance shall be chosen by Borrower subject to Lender's approval which shall not be increasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid pramiums and renewal notices. 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.

In the event of a total taking of the paperty, the pricete half be applied to have secured by this Security Instrument, whose of most him due, with proceeds half be applied to have secured by this Security Instrument in which the fair market value of the Property is mediately before the taking is equal to an greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Gorrower, or if, after notice by Lender to Borrower that the condermor offers to make an award or settle a claim for damages, Borrower fails to respond to Londer 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 accured 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 date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- It. Barrower N.t Released; forbearance By Lender Not a Weiver. Extension of the time for payment or modification a workization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Barrower shall not operate to release the (fability of the original Barrower or Barrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refixe to extend time for payment or otherwise modify emortization of the sums secured by this Security instrument by reason of any domand made by the original Barrower or Barrower's successors in interest. Any icrofurance by Lender in exercising any right or remedy shall not be a waiver of an preclude the exercise of an right or remedy.
- 12. Successors and Assigns Pard; Joint and Several Liability; Co-vigners. 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 partyraph 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 Lordage, 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) agree; 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.
- 13. Loan Charges. If the loan secured by this Security Intrument is subject to a law which sets subject to a law is finally interpreted to that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted if fits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce in charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted if its will be refunded to Borrower. Lander say choose to make this refund by reducing the principal owed into 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.
- 14. Butices, any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by selling it by first class sell unless applicable law requirer use of another method, the marks shall be directed to the Property Address or any other address Borrower, designates by notice to funder. Any notice to lender shall be given by first class sell to Lender's address stated herein or any other address Lender's address stated herein or any other address Lender's designates by notice to Borrower. Any notice provided for in this security instrument shall be gamed to have been given to Borrower or Lender shan given as provided in this prograph.
- if the coverning law; Severability, this Security Instrument shall be governed by foodial tax and the law of the curricular in which the Property is located. In the event that any provision occurse of this Security Instrument or the acts conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Boto which can be given effect without the conflicting provision, to this was the provisions of this Security Instrument and the Boto are declared in be severable.
- 16 Borrower's Capy, Borrower shall be given one conformed copy of the Note and Of this Security Emptrement
- 17, transfer of the Property or a Boneficial Interest in Borrower. If all or any port 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 the option, results 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 clate of this Security Instrument.
- If Lander exercises this option, Lander 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 convower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lander may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

PAGE 4 OF 6

this lender and Borrower the distance in dielig. Air urance proceeds shall be applied to restoration or repair of the property datased, if the restoration or relain a solutionality feasible and Lender's security is not lessened. If the restoration or rapair is not oconomically 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 ensuer 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.

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 emount of the payments, if under paragraph 21 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 pess to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lesseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circum tances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any inrefeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in persgraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith retermination, precludes forfeiture of the Borrower's interest in the Property or other material impair ent of the lien created by this Security Instrument or Lender's security interest. Borrower shall elso be in default if Borrower, during the loan application process, gave materially false or inaccurate Unformation or statements to Lender (or failed to provide Lender with any meterial information) in connection (it) the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's or upancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires for title to the Property, the leasehold and the fee title shall not merge unless. Lender aprees to the merger in writing.

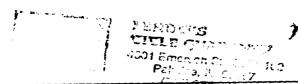
7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Insur-ent, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lander's pinhts 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 P op rty to make repairs. 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 of their terms of payment, these amounts shall bear interest from the date of disbursament at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loun secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrouer shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a chit substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from on alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly continues insurance premium being paid by Borrower when the insurance coverage lapsed or cessed to be in Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required at the ambient of the second of the s reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lander or applicable law.

9. Inspection. Lander 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.

10. 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.



PAGE 3 DF 6

ILLINOIS-Single family-Fannie Mae/Fredddie Mac UMIFORM INSTRUMENT Form 3014 9490

INITIALS:

CLDOC927 (03/92)

	May Millery a	(*1
Witness:	JUAN M FLORES	Seal)
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	for their country the school had be	
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19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable iaw. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice

will also contain any other information required by applicable law.

20. Hazardous Fintances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor ellow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply or the presence, use, or storage on the Property of small quantities of Hazardous Substances that the generally recognized to be appropriate to normal residential uses and to meintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, domand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Levist which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary

remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Nazardous Sibstances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic patroleum products, toxic patroleum and herbicides, votatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relats to health, safety or environmental protection.

MON-UNIFORM COVENANTS. Borrower and Lender further covering and agree as follows:

21. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date. Not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (1) 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 or party. The notice shall further infurm 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 Borro on to acceleration and forestosure. If the default is not cured on or before the date specified in the notice Lender at its option may require ismediate payment in full of all sums secured by this Security (Instrument without further domand and may foreclose this Security Instrument by Judicial proceeding. Le der shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paramaph 21, including, but not limits to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Londer shall receive 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 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 Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box(as))			
[ ] Adjustable Rato Rider	[ ] Condominium Rider	[ ] 1-4 Family Rider	
[ ] Graduated Payment Rider	[ ] Planned Unit Development Rider	[] Biweekly Payment Rider	
[ ] Balloon Rider	[ ] Rate Improvement Rider	( ) Second Home Rider	
[ ] Y.A. RIGER	[ ] Other(s) (specify)		
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ILLINOIS-Single Family-Fannie Mae/Fredddie Mac UNIFORM INSTRUMENT

Form 3014\_9/90 INITIALS: