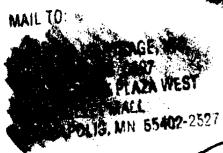
94639800



BOX 392

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MORTGAGE

DEPT-01 RECORDING

T#0011 TRAN 3079 07/21/94 15:25:00

\$8681 \$ RV #~94-639800

COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on JUNE 30, 1994 MARCO A. AYALA, A SINGLE PERSON

. The mortgager is

94639800

("Borrower"). This Security Instrument is given to WIENEST MORTGAGE, INC.

which is organized and existing under the faws of THE STATE OF MINNESOTA

. and whose

address is NORMEST MORTGAGE INC.,, P.O. BOX 5137, DEP MOINES, IA 503065137

("Ler,der"). Borrower owes Lender the principal sum of

FORTY TWO THOUGAND EIGHT HUNDRED AND 00/100

Dollars (U.S. \$*****42,800.00

This debt is evidenced by Borrower's note dated the same date as this Securio instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JULY 01, 2024

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the riote, 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 covenan's and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 37 IN BLOCK 1 IN MCLEAN'S GARFIELD BOULEVARD ADDITION, A SUBDIVISION OF THE EAST HALF OF THE EAST HALF OF THE NORTH EAST QUARTER OF THE HORTH WEST QUARTER OF SECTION 13, TOWNSHIP 38 MORTH, RANGE 13. BAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN#19 13 107 037

THIS IS A PURCHASE MONEY SECURITY INSTRUMENT. **5137, DES MOINES, IA 50306513**7

which has the address of 5536 SOUTH CALIFORNIA CHICAGO Illinois 60632 ("Property Address"); [Street, City],

Zip Code)

ILLINOIS Single Fored Advancie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP MORTGAGE FORMS - (313)293-8100 - (800)621-7291

1-412-6R(IL) (41 - - C)

Page 1 of 6

91639800

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Property of Cook County Clerk's Office OF THE OF C

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TOGETHE WITH all the improvements now or hereafter crected on the property, and all easements, appurtenances, and fixtures now or less effect 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 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 warrants and will defend controlly the fille 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 in production to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and 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 Note and any prepayment and fate charges due under the Note.
- 2. Fund for Taxes and Insurance, Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the Taxes and assessment the sound over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground removed the property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly moved and insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provision of paradraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, of any time, collect and hold bunds in an amount not to exceed the maximum amount a lender for a federally related mortgage form time to other 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 at mate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items of otherwise in accordance with applicable law.

The First shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Locket, if ender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Item. It is not may not charge Borrower for helding and applying the Funds, annually analyzing the escrow account, or verifying the Lorow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, I ender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this Ioan, 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. 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 all sums secured by this Security Instrument.

If the Fract held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess hand an accordance with the requirements of applicable law. If he amount of the Funds held by Lender at any time is not applicable and the pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay for a held to a amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve montred pages onto, at Lender's sole discretion.

Upon premiers in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender 1f, under paragraph 21. Lender shall acquire or sell the Property. Shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lerder under paragraphs 1 and 2 shalf be applied: first, to any prepayment charges due under the Note; second, to amounts payable ander paragraph 2; third, to interest due, fourth, to principal due; and last, to any late charges due under the Note.
- 4. Chargest Lieus. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may are presently over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligates to the property over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligates to the property of the payments of the payments of the payments of the payments.

Borrower and promptly discharge any tien 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 defend 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Form 3014 9/90

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

All invarious policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the season to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premium and constant and notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may the proof of low it not made promptly by Borrower.

Unless is set a set Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged at the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not a mean only teasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does no maker 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 the Secure Lastrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless leader and berrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the day day, of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph that Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Paperty prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately not clacquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall seeing establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security is then set and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of o supance unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating continuous exist which are beyond forcewer'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 forfeiture action or proceeding whether civil or crimmal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or a materially impair the lieu created by this Security Instrument or Lender's security interest, Borrower may cure such a determinant reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender were faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the created by this Security Instrument or Lender's socirity interest. Borrower shall also be in default if an application process, wave materially false or inaccurate information or statements to Lender (or failed to provide 1, and a narrow material information) in connection with the loan evidenced by the Note, including, but not limited to, representations con corning Borrower's occupancy of the Property as a principal refluence. If this Security Instrument is on a leasehold, Barower half comply with all the provisions of the lease. If Borrower pequires fee title to the Property, the leasehold and the tee tale shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the coverants 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 bankrapics, probate, for condemnation or forfeiture or to enforce laws or regulational, then Lender may do and pay for what the is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include payme any sams secured by a hen which has priority over this Security Instrument, appearing in court, paying reasonable antenney a fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender don't of new to do so.

Any and the foursed by Lender moder this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument I makes Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disburstanent 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 loan secured by this Security Instrument, Herrower 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, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borros and the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially constraint mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. I inder will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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payments may no former be required, at the opinion of Lender, if mortgage insurance soverage (in the amount and for the period that Lender is gained provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premium required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance end. In a condance with any written agreement between Borrower and Lender or applicable law.

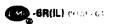
- 9. Inspection of ender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower not to an impection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation at refer taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to I ender

In the executed 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of 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 same secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property in which the fair market value of the Property immediately before the taking of the Property immediately before the taking, unless than the amount of the sums secured immediately before the taking, unless than the amount of the sums secured immediately before the taking, unless than the amount of the sums secured immediately before the taking, unless than the amount of the sums secured immediately before the taking, unless than the amount of the sums secured immediately before the taking, unless than the amount of the sums secured immediately before the taking, unless than the sums secured immediately before the taking, unless applied to the same secured by this Security Instrument whether or not the sums are then due.

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 Londor and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the doc date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to commence proceeding against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums and this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in page 2. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or temedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument, deally 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 lead 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 the Security Instrument; and (c) agrees 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 Instrument is subject to a law which sets maximum loan charges, and that law the contemperated so that the interest or other loan charges collected or to be collected, in connection with the loan exceed a performed limits, then: (a) has such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits will be refunded to Borrower. Le der may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. It a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge ander the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class 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 first class mail to Lender's address shall be deemed for 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 Taw: Severability. His Security Instrument shall be governed by federal law and the law of the jurisdiction in the law of the property is located in the event that any provision or clause of this Security Instrument or the Note conflicts with the first law, such conflict half not affect other provisions of this Security Instrument or the Note which can be given effect within a fact 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 Instrument.



17. Trander of the Property or a Beneficial Interest in Borrawer, if all or any pair of the Property or any interest in it is sold or transferred and Borrower is not a natural person) without Lender's price served 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. It Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of the Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable has a specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security line. Security of a judgment enforcing this Security Instrument. Those conditions are that Borrower; (a) pays Lender all security of then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, her not have been to, reasonable anomous' fees; and (d) takes such action as Lender may reasonably require to assure that the lieu 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 continue unchanged. Upon reinstatement by Borrower, this right to reinstate shall not apply in the case of accelerator, under paragraph 17.
- 19. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) is a bound 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 momely payments due under the Note and this Security Instrument. There also may be one or more change 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 a document of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the row room Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. 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 allow anyone else to do, anything affecting the Property that is no application of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental a combinatory agency or private party involving the Property and my Hazardous Substance or Environmental Law of which Borrower has actual knowledge. It Borrower learns, or is notified by any governmental or regulatory authority, that any removal or allower mediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary notices in accordance with Environmental Law.

As used the paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental into and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic petroleum products

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

- 21. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Tower's breach of any covenant of agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable the 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 (d) that failure is care the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower in 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 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Open payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge of Bernower. Borrower shall pay any recordation costs.
 - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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Security Instrument, to the covenants and a m	is Security Instrument. If one or a locavenants and agreements of each entire of this Security Instrument as	such rider shall be incorpor	rated into and shall amen	d and supplement
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STATE OF HEINOIS.		County		
	A, A SINGLE PERSON	, a Notary Public in and fo	r said county and s atc de	hereby certify
		, personally known to me	to be the same person(s)	whose name(s)
	ng instrument, appeared before me th	nis day in person, and acknown	owledged that h	iė
signed and delivered the Given under my had	said instrument as nd and official seal, this 30TH	free and voluntary act, for day of JUNE	the uses and purposes th , 199	
My Commission Expires	:	Notary Public	C. Ele.	
	"OFFICIAL SEAL" Phyllis A. Glowacki Notary Public, State of Illinois M: Commission Expires 6/28/96	right sholic A		
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