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Return Recorded Due to:
First One Mortgage Corporation
133 E W. Higgins Road 4th Floor
Kildeer IL 600418
Attn: Post Closing Department

94001901

[Space Above This Line For Recording Data]

MORTGAGE

318P

THIS MORTGAGE ("Security Instrument") is given on **December 23, 1993**, The mortgagor is

ERNESTO P. CUADRO & ANGELINA C. CUADRO, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to **FORTUNE MORTGAGE COMPANY**

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **700 E. OGDEN AVENUE, SUITE 11**

WESTMONT, IL 60559 ("Lender"). Borrower owes Lender the principal sum of

Sixty Thousand and No/100 -----

Dollars (U.S. \$ **60,000.00**)

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 **January 1, 2024**. 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 Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK** County, Illinois:

P.I.N. : **13 23 224 013**

LOT 14 IN JAMES PEASE'S THIRD IRVING PARK BOULEVARD ADDITION TO WEST 166.5 FEET OF THE SOUTH 1/2 OF THE SOUTH 2/3 OF THE NORTH 3/4 OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which has the address of **3719 N SPAULDING** **CHICAGO** [Street, City],
Illinois **60618** ("Property Address");
[Zip Code]

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP -8R(IL) (9105)

VMP MORTGAGE FORMS - (312)293-8100 - (800)521-7291

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Form 3014 9/90
Amended 8/91
Initials *SL AC*

BOOK 333

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Form 3014 9/90

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower sets forth above within 10 days of the giving of notice, of the actions set forth above within 10 days of the giving of notice.

Secondly instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more steps to terminate, if Lender determines that any part of the Property is subject to a lien which may attach priority over this Security instrument or (c) securities from the holder of the lien an assignment satisfactory to Lender terminating the lien to the commencement of the lien or (c) securities from the holder of the lien in legal proceedings which in the Lender's opinion operate to prevent the Lender from recovering his interest in the lien in a manner acceptable to Lender (b) contents in good faith the lien to the payment of the obligation secured by the lien in a manner acceptable to Lender (c) agrees in writing to the payment of the obligation secured by the lien which has priority over this Security instrument unless Borrower (d) agrees in

Borrower makes these payments directly over the lien which has priority over this Security instrument evidence the payments.

Borrower shall pay all amounts due under this Security instrument to Lender prior to the payment of any other amounts due under this Security instrument. Borrower shall promptly furnish to Lender receipts evidencing the payments. If person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, if obligations in the manner provided in paragraph 2, or if not paid in full manner, Borrower shall pay them on time directly to the which may alienate priority over this Security instrument, and leasehold payments of ground rents, if any, Borrower shall pay these which may alienate priority over all taxes, assessments, charges, fines and impositions attributable to the property which may alienate priority over all taxes, assessments, charges, fines and impositions attributable to the property.

4. **Charges; Lien.** Borrower shall pay all late charges due under the Note.

5. **Application of Payments.** Unless applicable law provides otherwise, 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;

Secuity instrument.

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of 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

monday payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by Lender under applicable law, Lender shall account to Borrower for the amount necessary to make up the deficiency in no more than twelve to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay the excess Funds in accordance with the requirements of applicable law, in the amount of the Funds held by Lender at any time in the excess Funds held by Lender to be held by Lender under applicable law, Lender shall account to Borrower for

amounts accounted for 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.

Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower, without charge, an annual account of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was required in connection with the loan, unless applicable law permits otherwise. This is an agreement to make or agree to applicable law Lender may agree to be paid, Lender shall not be required to pay the Funds held by Lender any interest or earnings on the Funds, Lender and requires interest to be paid, unless applicable law permits otherwise. This is an agreement to make or agree to applicable law

However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by the Escrow items, unless Lender pays Borrower for holding and applying the funds, annually analyzing the escrow account, or verifying the items, Lender may not charge Borrower for holding and applying the funds, annually analyzing the escrow account, or entity (including Lender, it Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow items, Lender, if Lender is held in an institution whose debts are insured by a federal agency, insurability, or entity (including

The Funds shall be held in accordance with applicable law, otherwise in accordance with applicable law.

If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount Lender sets a lesser amounted from time to time, U.S.C., Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federalized provisions of paragraph 8, in view of the payment of mortgage insurance premiums. These items are called "Escrow items." Any: (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the ground rents of the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; or

and assessments which may attach priority over this Security instrument as a lien on the Property; (b) yearly leasehold payments under on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (g) yearly taxes 2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender of and interests on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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 late charges due under the Note.

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines instruments covering real property.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgag, great 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.

All of the foregoing is referred to in this Security instrument as the "Property."

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtelements, and

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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" and any other hazards, including floods or flooding, 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. 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 premiums 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.

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 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 amount 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 pass 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; Leaseholds. 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 circumstances 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 forfeiture 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 paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy 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 fee title to the Property, the leasehold and the fee title 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 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 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 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.

8. Mortgage Insurance. 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 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 Borrower of the mortgage insurance previously in effect, from an 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 mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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15. Governing Law; Severability. This Security Instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument 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.

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 mail unless applicable law requires use of another method. The notice shall be directed to the property. Address of any other address Borrower designates by notice to Lender. Any notice to Borrower shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice to Lender shall be given by first class mail to Lender or to Lender's address as Borrower may designate by notice to Lender. Any notice to Lender or Borrower or Lender under or to Lender under this instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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13. Loan (Charges). If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally implemented so that the interest or other loan charges collected or to be collected in connection with the loan and under this instrument is subject to a law which sets maximum loan charges, if a portion of the security will be released as a result of the collection of the debt, the creditor will be entitled to compensation without any expense or charge whatever.

12. Successors and Assigns (Bundt) Joint and Several Liability. 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 this paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument shall and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument shall and benefit the successors and assigns of Lender and Borrower, subject to the terms of this Security instrument or the Note without the Note holder's consent.

11. Borrower Not Released From Liability of Lender Not a Waiver. Extension of the time for payment of indebtedness of a moratorium 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's successors in interest. Lender shall not be required to commence proceedings against any successor in interest of Borrower or pay interest on the unpaid principal balance of the indebtedness of Borrower or any other sum due hereunder by reason of any extension of time for payment of principal or interest or any other sum due hereunder.

of this security instrument, whether or not the same are.
Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Property is abandoned by Borrower, or it, after notice by Lender to Borrower that the condominium owners in the world 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 sum so secured by this Security instrument, whichever of the two the

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whether or not then due, with any excess paid to Borrower in the event of a partial taking of the Property in which the last 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 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 Security instruments shall be reduced by the amount of the proceeds multiplied by the following fraction: (b) the fair market value of the Property immediately before the taking, divided by (c) 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 last 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 of unless otherwise provided, the proceeds shall be applied to the payment of the sums secured immediately before the taking.

and distribution of other assets of any part of the Company, or in case of bankruptcy or insolvency of the Company, shall be paid to the Secured Party by the Secured Party by this Security Instrument.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of any part of the property, or for convenience in the removal of condemnation, are hereby assigned and transferred to the lessee at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. **Inspection.** Lender or his agent may make reasonable entries upon and inspections of the Property. Lender shall give insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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 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 Borrower.

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 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, 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 paragraph 17.

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 law. 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 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 in violation 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 or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of 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, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile 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 relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant 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 (d) 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 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 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. 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.

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My Commission Expires 7/28/97
 Notary Public State of Illinois Form 304 9/90
 K C PISCETELLO
 "OFFICIAL SEAL"

BANC ONE MORTGAGE CORPORATION

9

This instrument was prepared by: ALVIOA MARCUM

Notary Public

[Handwritten Signature]

Given under my hand and official seal, this 23rd day of December, 1993
 signed and delivered the said instrument as THE ~~RE~~ free and voluntary act, for the uses and purposes herein set forth
 subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the Y
 personally known to me to be the same person(s) whose name(s)

EDWARD P. GUARDO AND ANGELINA C. GUARDO, HIS WIFE
 a Notary Public in and for said county and state do hereby certify that

STATE OF ILLINOIS.

Year

Counts as

Honoraria

(Seal)

Honoraria

(Seal)