Please Return To: Express America Mortgage

Econo No.: 7031059

P.O. Box 60610 Phoendx, AZ 85082-0610



94246934

#### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

March

, 19 94

The mortgagor is Carlos Puente Sr., married to Zeferina Puente and Carlos Puente Jr., married to Carmina Puente

("Borrower").

This Security Instrument is given to The Loan Arranger, Inc. cba The Loan Arranger

whose address is 6321 North Dentral Avenue, Chicago, IL 60646

("Lender").

Borrower owes Lender the principal sum of fifty thousand and NO/100ths

50,000.00 ). This debt is evidenced by Borrower's note dated the same date as Dollars (U.S. \$ this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . This Security instrument secures to Lender: (a) the repayment of the debt evidenced by April 1, 2009 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 Instrume it and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook

LOT 11 IN BLOCK 1 IN EAST CHICAGO LAWN BLIG SWANNELL'S SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 19-24-105-024

DEPT-01 RECORDING 100000 TRAN 6923 03/17/94 16:19:00

\$27,50

#-- 94-- 246934 ₩7102 ÷

SOOK COUNTY RECORDER

which has the address of

6314 South Francisco Avenue, Chicago

[City]

Hinois

60629 (Zio Code)

("Property Address");

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will

defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILINOIS-Single Family- Famile Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 9/96



Property of Cook County Clark's Office

94246934

UNIFORM COVENANTS. to row and index coverant incaptro as ullews:

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.

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 or property 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 amended from time to time, 12 U.S.C. §2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a

Lender may, at any time, cottect 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 amended from time to time, 12 U.S.C. \$2601 of seq. ("RESPA"), unless another law that applies to the Funds sets a 1984 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 terms or otherwise in accordance with applicable law.

The Funds shall be held in an institution) or in any Federal Home Loan Bank. Lender algency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow terms. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow terms, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower 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. 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 held by Lender exceed the annumbs permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in a to dance with the requirements of applicable law. It the amount of the Funds held by Lender the am

beld by Lender. If under paragant 2.1 clander shall acquisition or sale of the Property, shall apply any Funds hed by Lender at the time of acquisition or sale as a credit against the sums secured by the Property, shall apply any Funds hed by Lender at the time of acquisition or sale as a credit against the sums secured by the property in the property of the prope

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.

Property of Coot County Clerk's Office

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 to the condemnation or other taking of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender to the condemnation or other taking of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the property before the taking is qual 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 sums 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 immediately before the taking and the vent of a partial taking of the Property in which the fair market value of the Property is abandoned by the following fraction: (a) the total amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable has when 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 to any secured by the proceeds at its option, either to restoration 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.

11. Borrower for Rel 2 as a monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

12. Borrower and Assigns Boune; John and Security Instrument granted by Lender

prepayment charge under 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 mail unless applicable law requires use of another neithed. 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 stated herein or any other address Lender designates by nonce 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 go been deemed 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 whom the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable. severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the No e 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 For ower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in o'll 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

Lender's prior written consent, Lender may, at its option, require immediate payment in the consent of 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 null 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 triat 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, entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Instrument; or (b) 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 to not limited to, reasonable autorneys' 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.

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

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 accordance with Environmental Law.

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.

Property of County Clerk's Office

NON-UNIFORM COVENANTS Bordwe and tender first except page and acceleration; Remedies. Lender simil give notice to Borrower prior to acceleration following Borrower's breach of any sovenant or agreement in this Security Instroment (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 fustrument 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 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 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(es)]. Adjustable Rate Rider Condominium Rider ] 1-4 Family Rider Biweekly Payment Rider
Second Home Rider Graduated Payment Rider Planned Unit Development Rider Rate Improvement Rider Balloon Rider Other(s) [specify] BY SIGNING BELOW, for ower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borro ver and recorded with it. FOR THE PURPOSE OF WAIVING HOMESTEAD RIGHTS State of Illinois. The foregoing instrument was acknowledged before me this State day of A Carlos Puente Sr. and Carlos Puente Jr. Witness my hand and official seal. "OFFICIAL SEAL"

Erin L. Millaney

Notary Public, State of Illinois
My Commission Expires April 30, 1907

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Property of Coot County Clert's Office

94246935

Reference Number: 7031059 Loan Number:

This Instrument Prepared by: Peirson and Patterson 13750 Omega Road Dallas, Texas 75244-4516

#### ASSIGNMENT OF REAL ESTATE MORTGAGE

\$23.50 730000 TRAN 8923 03/17/94 16:19:00 67103 6 2 9 4 24 6 9 3 5 COOK COUNTY RECORDER

STATE OF ILLINOIS COUNTY OF Cook

The Loan Arranger, Inc. dba The Loan Arranger For Value received, whose address is 6321 North Central Avenue, Chicago, IL 60646 hereby grants, assigns and transfers to Express America Mortgage Corporation whose address in 10:00 East Via Linda Street, Scottsdale, Arizona 85258 all its right, title and interest in and to that certain Real Estate Mortgage dated March 9, 1994 Carlin Puente Sr., married to Zeferine Puente and Carlos Puents Jr., married to Curmina executed by Puence

, covering land described as follows: The Loan Arranger Inc. dba The Loan Arranger LOT 11 IN BLOCK 1 1 FAST CHICAGO LAWN BEING SWANNELL'S SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD FRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: (9-34-105-024

Commonly known as: 6314 South Francisco Avenue, Chicago, IL 60629

Trand to, without recourse, the money due and Together with the note or notes therein describe to become due thereon with interest, and all rights acc ued or to accrue under said Real Estate Mortgage.

This assignment is intended to be recorded immediate'y following the recordation of the aforementioned Real Estate Mortgage.

9, 1994 Executed to be effective as of March

Mrg. Banking Officer Katie O'Malley,

Express America Mty. Corp.

True & Lawful Attorney-In-Fact

STATE OF ILLINOIS

COUNTY OF 1)

March 9, 1994 The foregoing instrument was acknowledged before me this Katie O'Malley, Mtg. Banking Officer, Express America Mtg. Corp., True & Lauful Attorney-In-Fact by The Loan Arranger, Inc. dba The Loan Arranger of

OT JIAM

corporation

corporation on behalf of the said

After Recording Mail to:

Express America Mortgage Corporation Attn: Document Control P.O. Box 60610 Phoenix, AZ 85082-0610

JUDITH L NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 11/9/96

ASSIGNMENT OF REAL ESTATE MORTGAGE IL

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