95611693

Loan No.

Illanuis

950038580

This instrument was prepared by

C. MADEJ/FIRST SECURITY SAVINGS BANK

Record and Return to

FIRST SECURITY SAVINGS BANK, FSB

\*\*\*\* TT: FCE 404 2040

BLOOMFIELD HILLS, MICHIGAN 4	1302	
A	[Space Above This Une For Recording	ng Dataj
THIS MORTGAGE (Security In	MORTGAGE strumen() is given on August 25, 1995	Box 260
SIMON ALFARO, AN WINTER FIRST SECURITY SAVINGS PANK UNDER THE UNITED ST 2500 TELEGRAPH ROAD BLOT MI	ed person person FSB ATES OF AMERICA SELD HILLS, MICHIGAN 48362	(Borrower). This Security Instrument is given to which is organized and existing and whose address is ("Lender").
Borrower owes Lender the principr.  One Hundred Seventy Two Thous	by A Titree Hundred and 00/100	
Optars (U.S. \$ \$172,300,00 CNote'), which provides for monthly		ver's note dated the same date as this Security Instrument due and payable on SEPTEMBER 1, 2025
This Security Instrument secures to and modifications of the Note; (b) the Security Instrument; and (c) the perf purpose, Borrower does hereby more	Langer: (a) the repayment of the debt evidence he payment of the miner sums, with interest, ach	of by the Note, with interest, and all renewals, extensions vanced under paragraph 7 to protect the security of this into under this Security Instrument and the Note. For this indescribed property located in
COOK	FEET) IN BLOCK 6, IN NOVERS PARK, IN SE	County, filinois:
•	RANGE 14, EAST OF THE THE PRINCIPAL	
COOK COUNTY, ILLINOIS.  PERMANENT INDEX NO. 11-31-103-020-0000		. DEPT-D1 RECORDING \$31 . T40011 TRAN 8086 09/12/95 15:52:0 . 43410 + RV *-95-61169 . COOK COUNTY RECORDER
	ATTORNEYS	TITIE
	•	TITLE GU'RANTY FUND, INC.
		Tio
A A A A A		
which has the address of	2040 ESTES	CHICAGO
Minoria address 60645	(Street) (Property Address*):	(city)

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".

\_ ("Property Address");

BORROWER COVENANTS that Borrower is lawfully sersed 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 generally the title to the Property against all claims and demands, subject to any encumbrances of record.

-Single Family-Fannie Mae/Freddle Mac UNIFORM INSTRUMENT ILLINOIS MAS Form - MAS0722 REV. 2/28/95

(2's Code)

Form 3014 9/90 (page 1 018 pages) inmals

BILLDR

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.

UNIFORM COVERANTS. 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 late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Londer, Borrower shall pay to Lender on the day monthly payments are due under the fiote, until the Note is paid in fulf, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a tien on the Property; (b) yearly leasehold payments or ground rents on the Property, in any, (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any, (e) yearly payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in beu 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 tender for a tederally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Serbersent Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds set 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 bases of current data end reasonable estimates of expenditures of future. Escrow Items or the risk in accordance with applicable law.

  The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, in such an institution of a not applicable law.) If the Funds shall entire to interest on the risk and applicable law permits Lender to make such a charge. However, Lender may required to pay a one-time charge for an institution whose deposits are insured by Lender in connection with this loan, unless applicable law permits Lender in connection with this loan, unless applicable law permits Lender in connection with this loan, unless applicable law permits Lender in connection with this loan, unless applicable law to purpose for which eac

If the Funds held by Lender exceed the accounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance 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 to notify Borrower in writing, and, in such case 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

Upon payment in full of all sums secured by this Country Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, it, under paragraph 21, Lender shall ecquire 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 circuit a painted the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides of nerwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Notic, accord, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Notic.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charger, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground tents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly turnish to Lender all notices of amounts to be paid under this privage; h. If Borrower makes these payments directly. Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrumer Juriess 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 may attain pricitly over this Security Instrument, Lender hery 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.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter executed on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carner providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably with id. 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, Borrowor 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 it 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 demaged, if the restoration or repair is economically feasible or Lender's security would be lessened, the Insurance proceeds shall be applied to the runs secured by this Security instrument, whether or not then due, with any excess pard 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, whother or not then due. The 30-day period will begin when the notice is given.

-Single Family-Fannie Mac/Freddle Mac UNIFORM INSTRUMENT ILLINOIS MAS Form - MAS0722

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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.

- 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 extending circumstances exist which are beyond Borrower shall be in default if any todesture action or proceeding, whether crivinor commal, is begun that in Lender's good fath 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 fath 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 Rose in the Property as a principal residence. If this Security instrument is on a leasehold. Borrower shall comply with all the provisions of the lease it Borrower acquires lee title to the Property, the leasehold and the foe title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lindia'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 bankruptory probate for condemnution 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 aid Lender's rights in the Property. Lender's actions may include paying any sums secured by a field which has priority over this Security instrument, appearing in court, paying reasonable attorneys' tees and entering on the Property to make repairs. Although Lender may take act on under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender in lier 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 be an 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 ioan secured by this Security Instrument, Borrower shall pay the premiums required to contrain the mortgage insurance in effect. If for any reason, the mortgage insurance coverage required by Lender lapses or ceases to but in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurer coproved by Lender. It substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each mort to a sim equal to one-twelfth of the veerly mortgage insurance coverage lapsed or celesation being paid by Borrower when the insurance coverage lapsed or celesation be in effect. Lender will accept use and tetain these payments as a loss reserve in lieu of mortgage insurance. Loss 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 required) provided by an insurer approved by Lender again becomes available and slottened. Borrower shall pay the premiums required to maintain insurance in effect or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agree mort between Borrower and Lender or applicable law.
- 9. Inspection. Lender or its agent may make reasonable entries upon unif inspections of the Property. Lender shall give Botrower 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 non-equential, in connection with any condemnation or other taking of any part of the Property or for conveyance in beu of condemnation, arc history assigned and shall be paid to Lender

In the event of a total faking of the Property, the proceeds shall be applied to the sums social bit by this. Security instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial faking of the Property in which the fax 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 the sums secured without 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 cittle wise 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 Borrower or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower tails 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 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.

- 11. Borrower Not Released; Forbearance By Lender Not a Walver. 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 release the habitry of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Londer and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument and (c) agrees that Lender and any other Borrower my 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 Chaiger. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted or the the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan this ge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower thic's exceeded permitted limits will be refunded to Eurrower. Lender may choose to make this refund by reducing the principal owed under 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. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by making it by first class mail unless applicable law requires use of prothyr 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 stated hercin or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this risr graph.
- 15. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the jurisdiction in which the Property's located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the nice 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. 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 tuil 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 Scounty 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 he mitted by this Security Instrument without further notice or demand on Borrower.
- 18. Sorrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the limb 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) e into 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 tion 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.

26, 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 also 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 prompth 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 any Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20. "Parardous 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, volable solvents, materials containing asbestos or formaldehyde and radicactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and law of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lerwir 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 or or a 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 suries accured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Serrower 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 rursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney.

22. Release. Upon payment of all sums secured by this Security Instrument, Linn a shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Walver of Homestead. Borrower waives all right of homestead examption in the Prope ty.

95611693

Office

24. Riders to this Security Instrument. Instrument, the covenants and agreements of data	ch such rider shall be incorporated into and shall a	n and recorded together with this Security amend and supplement the covenants and
agreements of this Security Instrument as if the rik [Check applicable box(cs)]	Marca part of the coording monoment.	
Adjustable Rate Rider	Condominium Rider	1~4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
,—		Second Home Rider
Balloon Rider	Rate Improvement Rider	Second richie hioda
Other(s) [specify]		
BY SIGNING SELOW, Borrower accepts rider(s) executed by Byrrower and recorded with:	and agrees to the terms and covenants contain	ed in this Security Instrument and in any
INER(8) executed by Distribution and recorded with	N	
Witnesses:		
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	MARIA ALFARO	-Borrower
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	SIMON ALFARO	-Barrower
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	COOK County BU	
STATE OF ILLINOIS.		int seld county and state, do hereby cent
The UNSE ALEARD AND MARIA ALEARD AND	unmarried person OL, L	-70
SIMON ALFARO, an unmarried per	erenn '	→ The tobe this same a person(a) whose name(a)    The tobe this same a person(b) whose name(a)    The tobe this same a person(b) whose name(b)    The tobe this same a person (b) whose nam
	, porsonally known to to	
is/are subscribed to the foregoing instrument, apposing and delivered the said instrument as his/he		
Given under my hand and official seal, thi		2
	·	C
My Commission expires: 5/25/8 a	1. T.Wills	
2/43/34	3 · · · · · · · · · · · · · · · · · · ·	notary Public
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ILLINOIS -Single Family-Fannie Mae/Fredd	le Mac UNIFORM INSTRUMENT	Form 3014 9/90 (page 5 of 5 pages)
MAS Form - MAS0722		Initials:
		•

"OFFICIAL SEAL"
Kevin L. Willis
Notary Public. State of Illinois
My Commission Expires 5-25-99