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95179638

Prepared by:

DEPT-01 RECORDING \$31.50
T00001 TRAN 7419 03/17/95 15106100
44760 4 AHI **-95-179638
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 3-15-95

The mortgagor is

CESARIO R. ALVARADO AND LOPE ALVARADO HIS WIFE IN JOINT TENANCY

("Borrower"). This Security Instrument is given to EQ FINANCIAL INC.



which is organized and existing under the laws of ILLINOIS, and whose address is 118 N. CLINTON #401 CHICAGO IL 60661

("Lender"). Borrower owes Lender the principal sum of

THIRTY THREE THOUSAND FOUR HUNDRED AND 00/100-----

Dollars (U.S. \$33400.00).

This debt is evidenced by Borrower's note dated the same date on this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 3-20-2005. 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:

LOT 14 IN BLOCK 6 IN DUNHURST SUBDIVISION UNIT NUMBER 2, A PART OF THE NARCHEAST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JUNE 17, 1955 AS DOCUMENT NUMBER LR1602023, IN COOK COUNTY, ILLINOIS.

P.I.N. 03-10-211-014 VOL 231

95-908

First Midwest Title Services, Inc.
246 E. Janata Blvd. Ste 300
Lombard, IL 60148

95179638

which has the address of 275 GEORGE ROAD WHEELING

[Street, City]

Illinois 60090

[Zip Code] ("Property Address"):

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9/90

2008(IL) 194081

Amended 6/91

VMP MORTGAGE FORMS 18001621 /201

Printed on Recycled Paper Page 1 of 6 Initials



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Form 3014 9/80

the Security Instrument, if Lender determines that any part of the Property is subject to a lien which only attorney前列腺y over by, or debtors against either party to the instrument, or (c) security from the holder of the lien in agreement satisfactory to Lender and attorney to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contains in good faith the (ii) agrees to

Borrower shall promptly discharge any lien which has priority over the Security Instrument unless otherwise; (iii) agrees

If Borrower makes these payments already, Borrower shall promptly furnish to Lender receipts evidencing the payments.

To the person owed payment, Borrower shall promptly furnish to Lender all notices of nonuse to be paid under this paragraph, these obligations in the manner provided in paragraph 2, or if not paid in full manner, Borrower shall pay them on the date directly which may utilize priority over this Security Instrument, and received payment of ground rents, if any, Borrower shall pay

4. Charges: Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property

dict, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

3. Application of Payments: Unless applicable law provides otherwise, all payments received by Lender under paragraph 2;

of the Property, shall apply any funds held by Lender at the time of application or sale as a credit against the amount received by

Funds held by Lender; (i), under paragraph 2, Lender shall receive or sell the Property, Lender, prior to the application of any

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

wedge monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law, at the time of application of any funds held by Lender to pay to Lender the amount necessary to make up the deficiency in no more than

time is not sufficient to pay the face value when due, Lender may so notify Borrower in writing, and, in such case Borrower

for the excess Funds in accordance with the requirements of applicable law, at the time of application of any funds held by Lender to pay to Lender the amount necessary to make up the deficiency in no more than

depth to the Funds was made, the Funds are pledged as additional security for all sums secured by this Security Instrument.

Without cause, an unusual accumulation of the Funds, including credits and debits to the Funds and the proceeds for which each Borrower and Lender may agree in writing, however, that there shall be paid on the Funds, Lender shall give to Borrower, applicable law requires Lender to be paid, Lender shall not be required to pay Borrower any deficiency of earnings on the Funds,

agreed by Lender in connection with this loan, unless applicable law provides otherwise; third, any agreement is made or

a charge, Lender may require Borrower to pay a one-time charge for unanticipated cost of reporting service or verifying the face value of the Funds, unless Lender pays his/her fee holding and applying the face value to make up

balance of the Funds, Lender may not charge Borrower for holding and applying the face value to make up

including Lender, if Lender is such an institution as in any Federal Home Loan Bank, Lender shall apply the funds to pay the

including Lender, if Lender is such an institution as in any Federal Home Loan Bank, Lender shall apply the funds to pay the

The Funds shall be held in an escrow without depositors are insured by a federal agency, insuranceability, or entity

Escrow funds or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future costs a lesser amount, if so, Lender may, in any time, collect and hold Funds in an amount not to exceed the lesser amount, 1974 is succeeded from time to time, 12 U.S.C., Section 260 et seq. ("RIFPA"), unless sooner law shall applies to the Funds related mortgage loans, liability for Borrower's escrow account under the federal Home Settlement Procedures Act of

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These fees are called "face fees,"

if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with

or ground rents on the Property, if any; (g) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums;

and assessments which may affect Lender's Security Interest as a lien on the Property; (b) yearly leasehold premiums

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (i) yearly taxes

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principal of and interest on the debt evidenced by the Note and any premium and late charges due under the Note.

1. Payment of Premium and Late Charges: Borrower shall promptly pay when due the

UNIFORM COVANTS, Lender and Lender govern and agree as follows:

variations by jurisdiction to constitute a uniform covenant covering real property.

THIS SECURITY INSTRUMENT contains uniform covenants for uniform use and non-uniform covenants with limited

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

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

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

structures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

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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.

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, 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

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14. Noticees. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in writing to its first class mail unless applicable law requires use of another method. The notice shall be directed to the Proper Address in my first class mail unless otherwise designated by notice to Lender. Any notice to Lender shall be given by first class mail to

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 interpreted so that 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 charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any sum already collected by reducing the principal owed under this Note or by any other means may choose to make this refund by reducing the principal owed under this Note or by making a prepayment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any payment to Borrower.

12. Successors and Assignees Bound: Joint and several liability: Co-signers, The co-signers and assignees of this

11. Borrower Not Responsible: Borrower shall not be liable for any loss or damage resulting from the failure of any successor in interest to pay when due any amount due under this instrument.

secured by this Security Instrument, whether or not due date.

If the Property is abandoned by Borrower or if, after notice by Lender to Borrower to settle the condominium 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, if in its option, either to restoration or repair of the Property or to the sum

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not the sums are due, whether or not there is a deficiency, 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 market or otherwise, the sums shall be paid to Borrower and lender otherwise in proportion to their respective interest in the Property.

condemnation or other taking of my part of the property, or for conveyance in lieu of condemnation, are hereby assented and shall be paid to [Landlord].

However, notice at the time of or prior to an inspection specifically requesting resounding noise for the inspection.

9. Impairment, Lender or his agent may make reasonable entries upon and inspections of the Property; Lender shall give immediate notice in writing to Borrower and Lender of applicable law.

obligation to cover any liability arising from failure to file a notice of insurance coverage in effect, or if a notice of insurance coverage is filed but fails to provide the minimum coverage required by law.

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Lender's address stated herein 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 paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed 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 without the 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. 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.

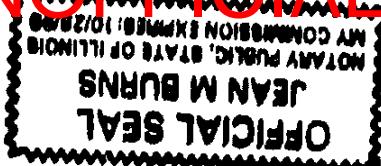
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing 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

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Form 301A D/90



Page 6 of 6

My Commission Expires: 10/28/98

Given under my hand and official seal, this
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
personally known to me to be the same person(s) whose name(s)

do now e. alvarado & wife
a Notary Public in said county and state do hereby certify
County Ass. (Seal)

Borrower (Seal)

LDPF ALVARADO
(Seal)

C/S RITO R. ALVARADO
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and
in any rider(s) executed by Borrower and recorded with it.

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 this Security Instrument as if the rider(s) were a part of this Security Instrument.
The covenants and agreements of each such rider shall be incorporated into and shall amend and supplement
this Security Instrument. The covenants and agreements of each such rider shall release this Security Instrument.
- [Check applicable boxes] 1-4 Family Rider Commandum Rider Planned Unit Development Rider Biweekly Payment Rider Biannual Payment Rider Bimonthly Payment Rider V.A. Rider Other(s) [Specify]

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
Without charge to Borrower, Borrower shall pay any recordation costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument
including, but not limited to, reasonable attorney fees and costs of title evidence.
21. Non-exercise of a default or any other deferral of Borrower to accelerate after acceleration and the failure to provide proof
of service 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 instrument
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, further, Lender, at its option, may require immediate payment in full of all sums
non-exercise of the right to refuse the notice to accelerate after acceleration and the right to assert in the foreclosure proceeding the
borrower's right to remain after acceleration and the right to assert in the foreclosure proceeding the
secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall affect
secured by the notice on or before the date specified in the notice may result in acceleration of the sums
(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
(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
applicable law provides otherwise). The notice shall specify: (a) the action required to cure the default;