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Instrument was prepared by:
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97602267

DEPT-01 RECORDING 123.50
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49575 JJ *-97-602267
COOK COUNTY RECORDER



FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS OR THE REGISTRAR OF TITLES IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED.

KNOW ALL MEN BY THESE PRESENTS,

THAT SOUTHERN MORTGAGE ACQUISITION INC., of the Parish of East Baton Rouge and State of Louisiana, DOES HEREBY CERTIFY that a certain Mortgage Deed dated MARCH 8, 1996, made by CAIN GUERRA AND MARIA LUZ GUERRA, HUSBAND AND WIFE to AMERICA'S WHOLESALE LENDER and recorded as document No. 26198562 in Book N/A at page N/A of COOK County, in the State of Illinois in, with the notes accompanying it, fully paid, satisfied, released and discharged.

Legal Description of premises: SEE ATTACHED

Permanent Real Estate Index Number(s): 06-02-331-010

Address(es) of premises: 113 NORTH LAWRENCE, CHICAGO, ILL. 60642 in, with the note or notes accompanying it, fully paid, satisfied, released and discharged.

Witness my hand and seal this 2TH day of AUGUST, 1997.

SOUTHERN MORTGAGE ACQUISITION INC.

Debra Pierron
DEBRA PIERRON, Agent
2415 Edenborn Avenue
Metairie, Louisiana 70001

STATE OF LOUISIANA
PARISH OF JEFFERSON

I, the undersigned, a notary public in and for the Parish and State aforesaid, DO HEREBY CERTIFY that DEBRA PIERRON, Agent for SOUTHERN MORTGAGE ACQUISITION INC. personally known to me to be same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 2TH day of AUGUST, 1997.

Gerald Wasserman
GERALD WASSERMAN, NOTARY PUBLIC, COMMISSIONED IN THE PARISH OF ORLEANS, QUALIFIED TO ACT IN THE PARISH OF JEFFERSON, STATE OF LOUISIANA. MY COMMISSION IS FOR LIFE.

(OMA # 100-002-07190)

SY
PS
N-
MY
SAA

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LOAN #: 8907198

LOT 37 IN BLOCK 7 IN T. J. DIVEN'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 16-02-331-010

EE 38 00 890 71 98

97602267

which has the address of 333 NORTH LAWNDALE, CHICAGO

[Street, City]

Illinois 60647-

("Property Address");

[Zip Code]

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 seized 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.

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 COVENANTS, Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and 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. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditure of future Escrow Items or otherwise 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, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, 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 are pledged as additional security for all sums secured by this Security Instrument.

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. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so 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 discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the

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