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COOK COUNTY
RECORDER
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COOK COUNTY RECORDER



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State of Illinois

MORTGAGE

FHA Case No.

1319310363/703

THIS MORTGAGE ("Security Instrument") is made on OCTOBER 29TH, 1998

TERESA MELENDEZ, MARRIED TO JOSE A LOPEZ

whose address is 4601 S PAULINA, CHICAGO, IL 60609

("Borrower). This Security Instrument is given to MID AMERICA BANK, FSB, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 1823 CENTRE POINT CIRCLE, P O BOX 3142 NAPERVILLE, IL 60566-7142 ("Lender"). Borrower owes Lender the principal sum of NINETY SEVEN THOUSAND NINE HUNDRED FIFTY AND NO/100

Dollars (U.S. \$ 97,950.00). 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 NOVEMBER 1, 2028. 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, warrant, grant and convey to Lender, with power of sale the following described property located in COOK County, Illinois:

LOT 24 IN BLOCK 8 IN W.D. MURDOCK'S MARQUETTE PARK ADDITION, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 50 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

ATGF, INC

P.I.N. 19233180240000
which has the address of 3748 W 69TH PLACE, CHICAGO

[Street, City]

Illinois

60629

[Zip Code] ("Property Address");

FHA ILLINOIS MORTGAGE

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requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. 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 (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. 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 the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

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10. **Reinstatement.** Borrower has a right to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable attorney's fees and expenses associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted immediate payment in full. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of Borrower under this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary. Insurance is sole to insure the foreclosing agent, this option may not be exercised by Lender when the unavailability of Notewithstanding the foregoing, this option may not be exercised by Lender when the unavailability of this Security Instrument and the obligations that it secures shall be deemed conclusive proof of such ineligibility. Declining to insure this Security Instrument and the Note shall be days after the date hereof, statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof. A written statement requiring immediate payment in full of all sums secured by this Security Instrument. At its option require immediate payment in full of all sums secured by this Security Instrument. Lender may, to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Note are not determined.

(d) **Regulations of HUD Secretary.** In many circumstances requiring all or part of the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure in full if not paid. Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not otherwise transfer such payments, Lender does not waive its rights with respect to subsequent events.

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the property, but this or her credit has not been approved in accordance with the requirements of the Secretary.

(ii) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise of descent), and

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including section 341(d) of the Gram-St Germain Depository Institutions Act of 1982, 12 U.S.C. 1701-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(ii) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument in this Security Instrument.

(ii) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(a) **Debt.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

9. Grounds for Acceleration of Debt.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice. To a lien which may attach priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to operate to prevent the lien by, or defers against enforcement of the lien; or (c) secures from the holder of the lien an agreement to in good faith the lien by, or defers against enforcement of the lien in, legal proceedings which in the Lender's opinion in agreees in writing to the payment of the obligation secured by this Security Instruments unless Borrower: (a)

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and bear interest at the rate, and at the option of Lender shall be immediately due and payable.

secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate.

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foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of 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 liability of the original Borrower or Borrower's successor 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 Lender and Borrower, subject to the provisions of Paragraph 9 (b). 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 may 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. 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 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 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.

14. 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.

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

16. 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 Environment 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 Substances affecting Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "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 the Paragraph 16, "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:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

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Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

TERESA MELLENDEZ

Teresa Melendez

Witnesses:

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

- Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants 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)]
- Condominium Rider Graduated Payment Rider Growing Equity Rider Planned Unit Development Rider Other [Specify]

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure and to sell the property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 of applicable law.

If Lender invokes the power of sale, Lender shall give notice of sale to Borrower in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorney's fee; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

18. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 18, including, but not limited to, reasonable attorney's fee and costs of title evidence.

Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full. Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach, unless Lender has not exercised its rights under this Paragraph 17.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would entitle Lender to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

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STATE OF ILLINOIS,

COOK County ss:

I, Christine A. Hunt, a Notary Public in and for said county and state do hereby certify that
Teresa Melendez, married, personally known to me to be the same person(s) whose name(s) subscribed to
the foregoing instrument, appeared before me this day in person, and acknowledged that She
signed 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

29th day of Oct., 1998

My Commission expires: 8-4-02

Notary Public



Christine A. Hunt

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THIS INSTRUMENT WAS PREPARED BY:
KENNETH KORANDA
1823 CENTRE POINT CIRCLE
P. O. BOX 3142
NAPERVILLE, IL 60566-7142

WHEN RECORDED RETURN TO:
MID AMERICA BANK, FSB.
1823 CENTRE POINT CIRCLE
P. O. BOX 3142
NAPERVILLE, IL 60566-1742

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WAIVER OF HOMESTEAD AND MARITAL RIGHT

0980912426

In consideration of MidAmerica Federal Savings Bank granting a mortgage loan to TERESA MELENDEZ
MARRIED TO JOSE A LOPEZ
and for and in consideration of ten dollars paid to the undersigned, and for other good and valuable
consideration, the undersigned does hereby waive any and all homestead interest created now or in the
future in the favor of the undersigned in the following described real property together with any rights the
undersigned may have by reason of the Illinois Marriage and Dissolution Act, Chapter 40, Sec. 101 et. seq.
(1977), now or as amended:

LOT 24 IN BLOCK 8 IN W.D. MURDOCK'S MARQUETTE PARK ADDITION, A SUBDIVISION
OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 50 FEET
THEREOF), IN COOK COUNTY, ILLINOIS.

P.I.N. #: 19233180240000

The undersigned further agrees and consents to the mortgage or transfer of title, of the above-mentioned property, to MidAmerica Federal Savings Bank, free and clear of any marital right as defined in Illinois Revised Statutes and of any homestead right or interest created now or hereinafter created in favor of the undersigned.

The undersigned further states that the above described property is not marital property as described and defined in Chapter 40, Sec. 101 et. seq., Illinois Revised Statutes, 1977.

This waiver is given and specifically refers to the mortgage in favor of MidAmerica Federal Savings
Bank dated the 29TH day of OCTOBER , 19 98 .

PROPERTY ADDRESS: 3748 W 69TH PLACE, CHICAGO, IL 60629

Seal

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STATE OF ILL)
COUNTY OF COOK) SS

I, Christine A. Hunt, a Notary Public in and for said county and state, do hereby certify that JOSÉ A. LOPEZ, personally known to me to be the same person(s) whose name(s) J S subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as 1715 free and voluntary act, for the uses and purpose therein set forth.

Given under my hand and official seal, this
My commission expires: 8-4-02

29th day of Oct, 19 98.

Christine A. Hunt
Notary Public



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