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First American Title Order # 001710 (3-1-12)

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DEFT-01 RECORDING \$16.25
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COOK COUNTY RECORDER

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LOAN # 1-709711-51

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on the 17th day of MAY 19 90. The mortgagor is ROBOLEFO DELGADO AND MARIA EUGENIA DELGADO, HIS WIFE AND LEDIMO JIMENEZ MARRIED TO MICHAELA JIMENEZ ("Borrower"). This Security Instrument is given to GMAC MORTGAGE CORPORATION OF PA, which is organized and existing under the laws of PENNSYLVANIA, and whose address is 2360 OLD YORK ROAD, ELKENS PARK, PA 19117-1590 ("Lender"). Borrower owes Lender the principal sum of SEVENTY-FIVE THOUSAND SIX HUNDRED AND 00/100 ***** Dollars (U.S. \$ 75,600.00). 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 JUNE 01, 2020. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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 33 IN WESTON'S REVEE DIVISION OF BLOCK 1 IN JAMES H. REE'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D. NUMBER: 17-31-300-012 VOLUME 520

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which has the address of 2322 WEST 35TH PLACE CHICAGO
(Street) (City)
Illinois 60609 ("Property Address")
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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.

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requesting payment
 the date of disbursement at the Note and shall be paid by the Lender. These amounts shall bear interest from
 Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from
 Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this
 Lender may take action under this paragraph 7. Lender does not have to do so.
 Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although
 in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security
 (regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights
 Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or
 covenants and agreements contained in this Security Instrument or there is a legal proceeding that may significantly affect
 7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the
 fee title shall not merge unless Lender agrees to the merger in writing.
 Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold,
 6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially
 Instrument immediately prior to the acquisition.
 from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security
 under paragraph 6. The Property is acquired by Lender. Borrower's right to any insurance policies and proceeds resulting
 postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If
 Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or
 when the notice is given
 the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin
 offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore
 Borrower abandons the Property, or does not accept a notice from Lender that the insurance carrier has
 applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If
 restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be
 of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the
 Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair
 carrier and Lender. Lender may make good of loss if not made promptly by Borrower.
 all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance
 Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender
 All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.
 unreasonably withheld.

insurance carrier providing the insurance shall be maintained in the amount and for the periods the Lender requires. The
 insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender
 requires insurance. This insurance shall be maintained in the amount and for the periods the Lender requires. The
 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property
 notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days
 the Property is subject to a lien which may attain priority over this Security Instrument. Lender may give Borrower a
 agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of
 present the enforcement of the lien or forfeiture of any part of the Property or other securities from the holder of the lien an
 faith the lien by, or defends against enforcement of the lien in legal proceedings, which in the Lender's opinion operate to
 agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender (b) contests in good
 Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a)
 receipts evidencing the payment.
 to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender

Property which may attain priority over this Security Instrument (1) and leasehold payments or ground rents, 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 furnish to Lender all notices of amounts
 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the
 Note; third, and 2 shall be applied; first, to late charges due under the Note; second, to prepayment charges due under the
 paragraphs 1 and 2 shall be applied; first, to late charges due under the Note; second, to prepayment charges due under the
 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under
 application as a credit against the sums secured by this Security Instrument.
 than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of
 any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later
 Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower
 amount necessary to make up the deficiency in one or more payments as required by Lender.

the due dates of the escrow items, shall exceed a amount required to pay the escrow items when due, the excess shall be,
 at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the
 amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any
 Funds are pledged as additional security for the sums secured by this Security Instrument.
 If the amount of the Funds held by Lender together with the future monthly payments of Funds payable prior to
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to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting
 of the Funds showing credits and debits on the Funds and the purpose for which each debt to the Funds was made. The
 shall not be a charge for the purpose of the preceding sentence. Borrower and Lender may agree in writing that interest shall
 connection with Borrower's obligation to pay the cost of an independent tax reporting service
 Borrower interest on the Funds and applicable law permit, Lender to make such a charge. A charge assessed by the Lender in
 may not charge for holding and applying the Funds, and verifying the account or verifying the escrow items. Lender
 state agency (including Lender) if Lender is such an institution. Lender shall apply the Funds to pay the escrow items. Lender
 The Funds shall be held in an institution of deposits or accounts of which are insured or guaranteed by a federal or
 basis of current data and reasonable estimates of future escrow items.

leashold payments or ground rents on the Property, if any, for parts hazard insurance premiums, and (d) yearly
 mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the
 one-twelfth of a yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly
 to Lender on the day monthly payments are due under the Note, and the Note is paid in full, a sum ("Funds") equal to
 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay

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 the principal and interest on the debt extended by the Note and any prepayment and late charges due under the Note.
 Borrower and Lender consent and agree as follows

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LOAN # 1-709711-51

1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 17th day of MAY, 19 90, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to GMAC MORTGAGE CORPORATION OF PA (the "Lender") of this same date and covering the Property described in the Security Instrument and located at:

2322 WEST 35TH PLACE CHICAGO IL 60609
Property Address:

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing lease and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. 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.

If Lender gives notice of breach to Borrower, (i) 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; (ii) Lender shall be entitled to collect and receive all of the rents of the Property, and (iii) 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.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

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. 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.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

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By SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

Rodolfo Delgado (Seal)
BORROWER

Maria Eugenia Delgado (Seal)
BORROWER
MARIA EUGENIA DELGADO, HIS WIFE

Ledimo Jimenez (Seal)
BORROWER
LEDIMO JIMENEZ, MARRIED

Micaela Jimenez (Seal)
BORROWER
MICAELA JIMENEZ, HIS WIFE, NOT FOR

[Signature]
Witness

[Signature]
Witness

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Property of Cook County Clerk's Office

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