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COOK COUNTY, ILLINOIS
FILED FOR RECORD

1991 MAR 12 AM 11:34

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MAIL TO:

MIDWEST MORTGAGE, INC.
CUSTOMER SERVICE/LOAN DOCUMENTATION
1200 MIDWEST PLAZA EAST
800 MARQUETTE AVENUE SOUTH
MINNEAPOLIS, MN 55402

BOX 169

(Space Above This Line For Recording Date)

ILFM

FHA Case No.

711203
State of Illinois

MORTGAGE

131-6299751 703

THIS MORTGAGE ("Security Instrument") is made on **MARCH 8TH** .19 91
The Mortgagor is **HIRAM ACEVEDO AND ESTHER ACEVEDO, HUSBAND AND WIFE AND**
MIGDALIA GONZALEZ, A SINGLE PERSON

\$ 16.00

whose address is **6222 N. BELMONT AVE., CHICAGO, IL 60634** ("Borrower"). This Security Instrument is given to
MIDWEST MORTGAGE, INC.,
which is organized and existing under the laws of **THE STATE OF MINNESOTA** , and whose
address is **P.O. BOX 31728, CHARLOTTE, NC 28231** ("Lender"). Borrower owes Lender the principal sum of
SEVENTY FOUR THOUSAND EIGHT HUNDRED NINETY ONE AND 00/100

Dollars (U.S. \$ 74,891.00). 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
APRIL 1ST, 2021 . 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 6 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:

RE2104-4558
LOT 13 IN QUINLAN'S RESUBDIVISION OF LOTS 1 TO 48 IN BLOCK 14
IN CHICAGO LAND INVESTMENT COMPANY'S SUBDIVISION IN THE NORTHEAST
1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT TAX NUMBER: 13-33-220-023

RE TITLE GUARANTY ORDER #

Clerk's Office
01109850

TAX STATEMENTS SHOULD BE SENT TO:
BARCLAYS/AMERICAN/MORTGAGE CORPORATION, P.O.BOX 31728, CHARLOTTE, NC 28231
which may be known as **2122 NORTH LAMON, CHICAGO, IL 60639** (Street, City, State, Zip Code, ("Property Address"));

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.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the
debt evidenced by the Note and late charges due under the Note.
2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together
with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments
levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for
insurance required by paragraph 4.

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WASH., D.C. 20530

11-73000

BARBARA G. STEWART
OFFICIAL SEAL

WITNESS TO THIS
NOTARIAL ACT, WITNESS

RECORDED

1991

RECORDED IN THE OFFICE OF THE SECRETARY OF STATE, FOR RECORD AND PROTECTION UNTIL FORTY-EIGHT MONTHS FROM THE DATE OF RECORDING, OR LONGER IF NO PERSON IS DESIGNATED.

RECORDED

"Personally known to me to be the same person(s) whose name(s)

A SINGLE PERSON

AN ACEVEDO AND ESTHER ACEVEDO, HUSBAND AND WIFE AND HIGDIA

COKK

COKK

ESTHER
(S.E.)

HIGDIA SANCHEZ
(S.E.)

ESTHER ACEVEDO
(S.E.)

HIGDIA ACEVEDO
(S.E.)

BORROWER AND RECORDER AGREE TO THE TERMS OF RECORD IN THE SECURITY INTERVIEW AND IN ANY OTHER(S)

INSTITUTE OF SECURITY

HIGH/THA SECURITY

X OTHER

CHOOSE EASY READ

ADDITIONAL EASY READ

CHOOSE EASY READ

ADDITIONAL EASY READ

BORROWER AND RECORDER AGREED WITH IT.

THIS INSTRUMENT IS EXECUTED IN PURSUANCE OF THE REMEDIES PROVIDED IN THIS PARAGRAPH.

THE GOVERNANTS, BORROWER AND RECORDER, FURTHER AGREE AND AGREE AS FOLLOWS:

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Any application of the proceeds to the principal shall not exceed one month's payment, 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.

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

9. Grounds for Acceleration of Debt.

(a) Default. 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:

(i) 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

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if: SEE SECURITY RIDER

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure 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 and customary attorneys' fees and expenses properly 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 reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement would preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the liens 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 warrant, 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 term 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 this Security Instrument.

16. 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: (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.

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 16.

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.

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and shall be paid to Leader to the extent of the full amount of the independent expenses under the Note and this Security instrument, unless to any delinquent amounts payable to the holder provided in Paragraph 3, and if less to preparement of principal.

7. Covenants. The proceeds of any award of claim for damages, direct or consequential, in connection with any

action of Leader, shall be immediately due and payable by this Security instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and as secured by this Security instrument.

Any amounts disbursed by Leader under this Paragraph shall become an additional debt of Borrower and be secured

of itself, based on the value of the sums disbursed in Paragraph 2.

do and pay whenever is necessary to protect the value of the Property and Leader's rights in the Property, including payment in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws of regulations), then Leader's may

and agreeable to him, to make these payments required by Paragraph 2, or less to perform any other works

which is owed the payee of the payments required by Paragraph 2, or less to perform any other works

the carry which is owed the payee of the payments required by Paragraph 2, Borrower shall pay these obligations on time due and

as agreed to by Borrower and the payee of the payments required by Paragraph 2.

8. Changes to Borrower and the payee of the payments required by Paragraph 2.

Leader agrees to make these payments required by Paragraph 2, or less to perform any other works

which is owed the payee of the payments required by Paragraph 2, or less to perform any other works

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HUD/FHA Security
Instrument Rider



This Rider made this 8TH day of MARCH
amends that certain Security Instrument of even date herewith between
HIRAN ACEVEDO AND ESTHER ACEVEDO, HUSBAND AND WIFE AND
MIGDALIA GONZALEZ, A SINGLE PERSON
applicable, and
as (Beneficiary), or (Lender) as follows:

19 91 , modifies and

(Borrowers),
as (Trustee), if

NORWEST MORTGAGE, INC.

The following paragraph is in substitution and in lieu of paragraph 9(b) of the Security Instrument:

9(b) Sale Without Credit Approval.

Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require
immediate payment in full of all the sums secured by this Security Instrument if:

(i) All or part of the Property is sold or otherwise transferred (other than by devise or descent) by the
Borrower, and

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

Except as modified herein the Security Instrument referenced above is and shall remain in full force and
effect.

Borrower HIRAN ACEVEDO

Borrower ESTHER ACEVEDO

Borrower MIGDALIA GONZALEZ

911098350
OCCORDS

