

UNOFFICIAL COPY

ILLINOIS - Single Family Freddie Mac Uniform Instrument Form 301a 9/90 Amended 5/91

which has the address of 132 W. CARMEN AV. CHICAGO, ILLINOIS 60650 (Property Address); and the city of Chicago, Illinois.

THIS DOCUMENT IS BEING RE-RECORDED IN ORDER TO CORRECT THE MULTIPLE STIMS. THE AND SIGNATURE OF BORROWER.

It is also important to note that the results of this study are limited by the small sample size.

1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE WEST ONE-HALF OF LOT 27 IN THE SUBDIVISION OF BLOCK 6 IN CHATHAM ADDITION

This section discusses the relationship between (a) the performance of the model and (b) the selection of the features.

instruments to finance (2) the repayment of all other sums, with interest, advanced under paragraph 7 to protect the security of modifications of the Note; (b) the payment of all other sums, with interest, advanced by the Note, to interest, and (c) exercise of

This debt is evidenced by Borrower's note dated the same date as this Security Agreement (Note), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on FEBRUARY 1, 2022.

NINETY THOUSAND & 00/100 DOLLARS (U.S. \$ 90,000.00 in U.S. Dollars)

address is 1825 W. LAWRENCE AVENUE, CHICAGO, ILLINOIS 60640. Bontower owes Leander the principal sum of

which is organized and exists under the laws of the United States of America.

COOK COUNTY RECORDER OF MARRIAGES

(Borrower). This Security Instrument is given to DEPT. OF REVENUE, STATE OF COLORADO, P.O. BOX 250, DENVER, COLORADO 80201-0250, for recording.

TERESA SALAMEDA, divorced and not since remarried

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 30th, 1951 by the undersigned, the mortgagor, to

and requires no training in order to successfully complete the task. The system can be used to identify and track multiple objects in real-time, making it a valuable tool for applications such as surveillance, robotics, and autonomous driving.

COOK COUNTY RECORDER

MORTGAGE DEPT-Q1 RECORDING 165666 TIRAN 2730 01/14/92 10:00 AM

[Space Above This Line For Recording Data]

92469523

81612026 - 01-2026

737 ORK BROOK RACE, IL 60181

MIDWEST MORTGAGE SERVICES, INC. • 924-6933 • 1901 SOUTH MEYERS ROAD, SUITE 300 • CHICAGO, IL 60616

PREPARED BY AND MAIL TO: LOAN # 8222266 FROM 38245-38

9 0 2 4 9 4 8

UNOFFICIAL COPY

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 9, 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 expenditures 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 Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, 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 to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over 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.

UNOFFICIAL COPY

UNOFFICIAL COPY

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. 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 lieu of condemnation, are hereby assigned and shall be paid to Lender.

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 then due, 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 Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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 less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor 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, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

-- 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 such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for 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 successors 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 17. 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. 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 limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. 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 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

UNOFFICIAL COPY

(e) 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 applicable law provides otherwise. The notice shall specify: (a) the date it is given to Borrower, by which the debt must be cured; and (d) a date, not less than 30 days from the date the notice is given to Borrower, by which the debt must be cured; and (c) any reasonable time period specified. The notice shall state the date the notice is given to Borrower, by which the debt must be cured; and (d) a date, not less than 30 days from the date the notice is given to Borrower, by which the debt must be cured; and (e) any reasonable time period specified. The notice shall state the date the notice is given to Borrower, by which the debt must be cured; and (f) any reasonable time period specified. The notice shall state the date the notice is given to Borrower, by which the debt must be cured; and (g) any reasonable time period specified. The notice shall state the date the notice is given to Borrower, by which the debt must be cured; and (h) any reasonable time period specified. The notice shall state the date the notice is given to Borrower, by which the debt must be cured; and (i) any reasonable time period specified. The notice shall state the date the notice is given to Borrower, by which the debt must be cured; and (j) any reasonable time period specified. The notice shall state the date the notice is given to Borrower, by which the debt must be cured; and (k) any reasonable time period specified. The notice shall state the date the notice is given to Borrower, by which the debt must be cured; and (l) any reasonable time period specified. The notice shall state the date the notice is given to Borrower, by which the debt must be cured; and (m) any reasonable time period specified. The notice shall state the date the notice is given to Borrower, by which the debt must be cured; and (n) any reasonable time period specified. The notice shall state the date the notice is given to Borrower, by which the debt must be cured; and (o) any reasonable time period specified. The notice shall state the date the notice is given to Borrower, by which the debt must be cured; and (p) any reasonable time period specified. The notice shall state the date the notice is given to Borrower, by which the debt must be cured; and (q) any reasonable time period specified. The notice shall state the date the notice is given to Borrower, by which the debt must be cured; and (r) any reasonable time period specified. The notice shall state the date the notice is given to Borrower, by which the debt must be cured; and (s) any reasonable time period specified. The notice shall state the date the notice is given to Borrower, by which the debt must be cured; and (t) any reasonable time period specified. The notice shall state the date the notice is given to Borrower, by which the debt must be cured; and (u) any reasonable time period specified. The notice shall state the date the notice is given to Borrower, by which the debt must be cured; and (v) any reasonable time period specified. The notice shall state the date the notice is given to Borrower, by which the debt must be cured; and (w) any reasonable time period specified. The notice shall state the date the notice is given to Borrower, by which the debt must be cured; and (x) any reasonable time period specified. The notice shall state the date the notice is given to Borrower, by which the debt must be cured; and (y) any reasonable time period specified. The notice shall state the date the notice is given to Borrower, by which the debt must be cured; and (z) any reasonable time period specified.

NON-LINERFORM COVENANTS. Below are further covenants and agreee-
ments which are to follow:

and to maintainance of the Property.

(c) Borrower shall promptly give written notice of any investigation, claim, demand, lawsuit or other action by any government or regulatory agency or private party involving the Property and any Hazardous Substances or Environmental Law of which Borrower has actual knowledge. If Borrower learns of, or is notified by any regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

(d) Borrower shall promptly pay all taxes and assessments levied upon the Property and any Hazardous Substances affecting the Property, and shall pay all costs of defense, attorney's fees and expenses incurred in connection with any proceeding or action brought against the Property by reason of any Hazardous Substances.

(e) Borrower shall indemnify the Lender from and save the Lender harmless from any loss, damage, expense, cost or liability arising out of or resulting from any claim, demand, suit, action, proceeding, investigation, audit, enforcement, or other action by any state, federal, local, or foreign government or any agency, department, or instrumentality thereof, or by any private party, relating to any Hazardous Substances or Environmental Law.

19. Sale of Notes: Change of Loan Servicer. The Note or a Partial Interest in the Security Instrument may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (entity) holding the Note or a Partial Interest in the Security Instrument.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances or wastes that are generally recognized to be appropiate to normal residential uses that is in violation of any Environmental Law, the procedures in a manner that will not apply to the property that is in violation of any Environmental Law, nor allow anyone else to do, analyze, or storeage on the property.

18. Borrower's Right to Remedy. If Borrower makes certain conditions, Borrower shall have the right to have by this Security instrument without further notice or demand on Borrower:

- (a) enforcement of this Security instrument discontingent at any time prior to the earlier of: (i) 5 days (or such other period as applicable to law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security instrument or (ii) entry of a judgment enjoining this Security instrument; those conditions are that Borrower: (a) pays Lentee all sums which been made by the under this Security instrument and the Note as if no acceleration had occurred; (b) pays Lentee all sums with which been made by the under this Security instrument and the Note as if no acceleration had occurred; (c) pays all expenses of any other conveyance or assignments; (d) pays all expenses incurred in enforcing this Security instrument, including, but not limited to, reasonable attorney's fees; and (e) pays Lentee such amount as is necessary to assure that the loan of this Security instrument shall continue undischarged. Upon reinstatement by Borrower, this Security instrument and the obligations secured hereby shall remain valid accelerated. However, this right to reinstate shall not apply in the case of

If Landlord exercises this option, Landlord 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. Landlord may invoke any remedies permitted

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

17. Transfer of the Property or a Beneficial Interest in the Owner. 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 instrument. However, this option shall not be exercisable by Lender if exercise is prohibited by federal law as of the date of this instrument.

UNOFFICIAL COPY

Form 3170/9/90

W.M.S. 57 (1903)

Page 2 of 2

Borrower _____
(Seal)
Borrower _____
(Seal)
Borrower _____
(Seal)
Borrower _____
(Seal)
TERESA SALAMADEA _____
ANTONIA XANAKOXXXX _____
Borrower _____
(Seal)
Borrower _____
(Seal)
Borrower _____
(Seal)

Rider
BY SIGNING BELOW, Borrower accepts to the terms and provisions contained in this 1-4 Family
remedies permitted by the Security Instrument.
I. CROSS-DEFULIT PROVISION. Borrower's default or breach under may invoke any of the
which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any note or agreement in
the Property shall terminate when all the sums secured by the Security Instrument are paid in full.
shall not cure of wife any default or invalidation any other right or remedy of Lender. This assignment of Rents of
agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents of
or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's
Lender, or Lender's assigns or a judicially appointed receiver, shall not be required to enter upon, take control
and will not perform any act that would deprive it under from exercising its rights under this paragraph.
Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has
Borrower to Lender secured by the Security Instrument to Ultimo Covenant 7.
Property and of collecting the Rents and funds expended by Lender for such purposes shall become independent of
If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the
inadequacy of the Property as security.
Rents actually received; and (ii) Lender shall be entitled to have a receiver appointed to take possession of and
manage the Property and collect the Rents and funds expended from the Property without any showing as to the
Rents actually received; (v) Lender, Lender's agents or any judicially appointed receiver, shall be liable to account for only those
Instrument, taxes, assessments and other charges on the Property, and then to the sums secured by the Security
implied to, attorney's fees, receiver's premiums on receiver's bonds, repair and maintaining the Rents, insurance
applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not
earliest, (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be
Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the
be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the
trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall
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
paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an
assignment of the Security Instrument and (ii) Lender has given Borrower notice of default pursuant to
agreements. However, Borrower shall receive the Rents until (ii) Lender has given Borrower notice of default pursuant to
agreements that each tenant of the Property shall pay the Rents to Lender or Lender's
Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's
Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the
H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.

92024948