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FHA Case No. 131-6014188-703 203B
LOAN # 0003379(0092)

State of Illinois

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MAI 11 1972,
1972. The Mortgagor is
AJURELIO ESTRADA
RAMONA ESTRADA, HUSBAND AND WIFE
MARIA MOLINA, A SPINSTER

whose address is 1047 SOUTH AUSTIN AVENUE, CHICAGO, ILLINOIS 60641

("Borrower"). This Security Instrument is given to
WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION,
which is organized and existing under the laws of THE STATE OF COLORADO,
and whose address is 14707 EAST SECOND AVENUE
AURORA, CO 80011

("Lender"). Borrower owes Lender the principal amount of
ONE HUNDRED THIRTY TWO THOUSAND THREE HUNDRED TWENTY AND 00/100

DOLLARS (\$130,322.00). As security for the debt, Borrower has granted to Lender a Security Instrument
("Mortgage") which provides for the payment by Borrower of the debt in the manner and on the terms set forth in

Article 2 of this Security Instrument and which is subject to the provisions of the Illinois Uniform Consumer
Credit Code and the provisions of the Illinois Uniform Consumer Credit Code as amended under Paragraph 6 to protect the
interest of the Security Instrument and the performance of the debt. Lender has agreed to advance the Security Instrument and
the Note. For the purpose of this Security Instrument, the property located at

BOOK _____
LOT 25 IN BLOCK 5 IN HERBERT PARK ADDITION, BEING A SUBDIVISION OF PART OF THE
WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 30 NORTH, RANGE 13, EAST
OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF THE RIGHT OF
WAY OF THE BALTIMORE AND OHIO RAILROAD TERMINAL RAILROAD, ACCORDING TO THE PLAN
THEREOF RECORDED MAY 9, 1916 AS DOCUMENT NUMBER 30647, IN COOK COUNTY,
ILLINOIS.

TAX ID #16 17 409 014

which is the address of 1047 SOUTH AUSTIN AVENUE

CHICAGO

60641

("Property Address")

TOGETHER WITH a true and correct copy of the deed of the property, and the documents, rights, appurtenances and
incidents thereto, and the right to use the water, gas, sewer and electric lines now or hereafter a part of the property. All
the interests and rights herein are subject to the Security Instrument. A list of the foregoing is referred to in the Security
Instrument as the "Property."

BORROWER, JOINTLY AND SEVERALLY, as Borrower, hereby agrees that the debt hereby secured by this mortgage
shall be secured by the Property, and that the Property shall be subject to the provisions of this Security Instrument and will
be subject to the provisions of the Security Instrument and the provisions of the Illinois Uniform Consumer Credit Code.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay to Lender the principal amount of the debt as provided by the Note and the rate of interest as provided by the Note.
2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall pay to Lender the monthly payments together with the taxes, insurance and other charges as provided by the Note and the provisions of this Security Instrument and the provisions of the Illinois Uniform Consumer Credit Code. Borrower shall also be responsible for the payment of the taxes, insurance and other charges as provided by Paragraph 4.

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the property and the borrower's obligations under the mortgage instrument. The borrower shall be responsible for the maintenance, repair, and replacement of the property and the borrower shall be responsible for the payment of taxes, hazard insurance, and other charges for the property. The borrower shall be responsible for the payment of any other charges for the property. The borrower shall be responsible for the payment of any other charges for the property.

6. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or other taxes, hazard insurance, and other charges for the property. Borrower shall pay these obligations on time directly to the appropriate authority. Borrower shall be responsible for the payment of any other charges for the property.

5. **Occupancy, Preservation, Maintenance and Protection of Property.** Borrower shall occupy the property as a single-family residence. Borrower shall be responsible for the maintenance, repair, and replacement of the property. Borrower shall be responsible for the payment of taxes, hazard insurance, and other charges for the property. Borrower shall be responsible for the payment of any other charges for the property.

4. **Fire, Flood and Other Hazard Insurance.** Borrower shall maintain and pay for hazard insurance on the property. Borrower shall be responsible for the payment of any other charges for the property. Borrower shall be responsible for the payment of any other charges for the property.

3. **Application of Payments.** Payments under Paragraphs 1 and 2 shall be applied by Lender as follows: (a) to the mortgage loan; (b) to the mortgage interest; (c) to the mortgage insurance; (d) to the mortgage taxes; (e) to the mortgage other charges; (f) to the mortgage principal balance.

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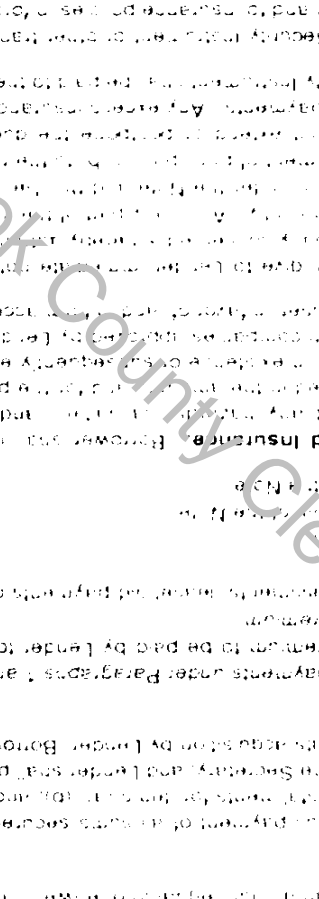
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covenant or agreement in this Security Instrument shall be enforceable against the Borrower and the members of the Property, and the trust for the benefit of Lender and Borrower, its heirs, assigns, personal representatives, successors, present and future, and any guarantor with the additional security only.

If Lender gives notice of breach to Borrower, all covenants required 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. Lender shall be entitled to collect and receive all of the rents of the Property, and to lease the Property or to pay a rent to a tenant and to pay to Lender or Lender's agent for Lender's written demand to the tenant.

Borrower has not executed any plan of payment of the rents and has not and will not perform any act that will 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 acceptance of rents of the property shall terminate when the debt secured by the Security Instrument is paid in full.

NON UNIFORM COVENANTS: Borrower and Lender further covenant and agree as follows:

17. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding and any other remedies permitted by applicable law. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 17, including, but not limited to, reasonable attorney's fees and costs of title evidence.

18. Release. Upon payment in full of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

19. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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

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

[Signature] (564)
BORROWER

[Signature] (564)
BORROWER

[Signature] (564)
BORROWER

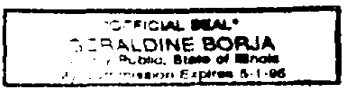
(564)
BORROWER

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STATE OF ILLINOIS, *[County]* County ss:

[Signature]
I, the undersigned, do hereby certify that *[Signature]* is the true and correct owner of the above described property and that *[Signature]* is personally known to me to be the same person as *[Signature]* who executed the foregoing instrument, appeared before me this day in person and acknowledged that he executed and signed the said instrument as *[Signature]* and as *[Signature]* for the use and behoof of the said *[Signature]*.

Given under my hand and Official Seal this *[Date]* day of *[Month]*, A.D. 19*[Year]*
My commission expires *[Date]*



This instrument was prepared by *[Signature]* WBS AMERICA MORTGAGE COMPANY
RETURN TO: 17 WEST 635 BENTLEY BLVD, SUITE 140
MARIETTA, GEORGIA 30067

7. 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.

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

9. Grounds for Acceleration of Debt. (a) Default. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument if: (i) Borrower defaults by failing to pay or to prepay any monthly payment required by this Security Instrument prior to or on the date of the next monthly payment; or (ii) Borrower defaults by failing to perform any other obligations contained in this Security Instrument.

(b) Site 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 sums secured by this Security Instrument if: (i) 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 his or her credit has not been approved in accordance with the requirements of the Secretary.

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

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's ability to require immediate payment in full and foreclosure if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within SIXTY DAYS from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to SIXTY DAYS from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive proof of such insurability. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

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. To reinstate the Security Instrument, Borrowers are insured. Upon reinstatement by Borrowers, 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 will preclude foreclosure on different grounds in the future; or (iii) the 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 the 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 accept or refuse to accept any payment or other amortization of the sums secured by this Security Instrument by reason of any default and a fee by the original Borrower or Borrower's successors in interest. Any forbearance by Lender exercised in 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 government and private liability shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note shall be deemed to have agreed to the obligations of the Note and to convey that Borrower's interest in the Property under the Note to the Secretary, Lender and any other party who may agree to extend or amend the term of the Security Instrument. Lender agrees that Lender and any other Borrower may agree to extend or amend the term of the Security Instrument.

13. Notices. Any notice to Borrower provided for in the Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law in the 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. A 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 and the Note are declared to be severable.

15. Borrower's Copy. If Lender shall be given a nonconforming copy of this Security Instrument, Lender shall provide a conforming copy of this Security Instrument to Borrower. To this end and the provisions of this Security Instrument and the Note are declared to be severable.

16. Assignment of Rents. Borrower hereby irrevocably assigns and transfers to Lender all the rents and revenues of the Property. Borrower agrees that Lender shall be entitled to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agent. If Lender's agent is not Lender's agent, Lender shall be deemed to have assigned the Property to Lender.

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