

# UNOFFICIAL COPY

93805492

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## WARRANTY DEED (Individual to Individual) JOINT TENANCY

THE GRANTOR(S) ~~REDACTED~~ WILLIAM M. CAICEDO & ESPERANZA CAICEDO, his wife  
of the City of Chicago, County of Cook, State of Illinois for and in consideration of TEN (\$10.00)  
DOLLARS in hand paid, CONVEYS and WARRANTS to

RAFAELA MORENO AND GLORIA MORENO AND MARIA RAMIREZ

Not in TENANCY IN COMMON, but in JOINT TENANCY,  
the following Described Real Estate situated in the COUNTY OF COOK IN THE STATE OF  
ILLINOIS, to wit:

LOT 4 AND LOT 3 (EXCEPT THE EAST 17 FEET THEREOF) IN BLOCK 7 IN EDWARD F.  
KENNEDY'S RESUBDIVISIONS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF  
SECTION 2 & 8 TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUBJECT TO: covenants, conditions and restrictions of record; private, public and utility easements;  
roads and highways; party wall rights and agreements; existing leases and tenancies; special taxes or  
assessments for improvements not yet completed; unconfirmed special taxes or assessments; general  
taxes for the year 1993 and subsequent years;

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the  
State of Illinois. TO HAVE AND TO HOLD said premises not in TENANCY IN COMMON, but in  
JOINT TENANCY forever.

PERMANENT REAL ESTATE TAX NUMBER: 13-28-414-016

ADDRESS OF REAL ESTATE: 4909 WEST DRUMMOND  
CHICAGO, ILLINOIS 60639

DEPT-01 RECORDING \$23.50  
T:0000 TRAN 4287 10/07/93 14:53:00  
#1531 # \*--93-805492  
COOK COUNTY RECORDER

DATED this 27TH day of SEPTEMBER, 1993

  
WILLIAM CAICEDO  
M.

  
ESPERANZA CAICEDO

93805492

STATE OF ILLINOIS COUNTY OF COOK. I, the undersigned, a Notary Public in and for said  
County in the State aforesaid, DO HEREBY CERTIFY that

WILLIAM CAICEDO AND ESPERANZA CAICEDO

SEAL personally known to me to be the same persons whose name subscribed to the foregoing  
instrument, appeared before me this day in person, and acknowledged that they signed,  
sealed and delivered the said instrument as their free and voluntary act, for the uses  
and purposes therein set forth, including the release and waiver of the right of  
homestead.

Given under my hand and official seal, this 27TH day of SEPTEMBER, 1993

Commission expires:


This instrument was prepared by ALBERT E. XIQUES - ATTORNEY AT LAW of 2202 WEST  
IRVING PARK ROAD, CHICAGO, ILLINOIS 60618.

MAIL TO:  
MIGUEL REMON  
2337 NORTH MILWAUKEE  
CHICAGO, IL 60647

MAIL/ SUBSEQUENT BILLS TO:  
RAFAELA MORENO/GLORIA MORENO/MARIA RAMIREZ  
4909 WEST DRUMMOND  
CHICAGO, IL 60639

OFFICIAL SEAL  
ALBERT E. XIQUES  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 7/26/94



2350  


93805492

**Property of Cook County Clerk's Office**

Cook County  
REAL ESTATE TRANSACTION TAX  
REVENUE  
Stamp OCT 1993  
4422

**58.50**

OCT 1993  
DEPT. OF REVENUE

**7.00**

CITY OF CHICAGO  
REAL ESTATE TRANSACTION TAX  
DEPT. OF REVENUE  
Stamp OCT 1993

**877.50**

93805492

AFTER RECORDING RETURN TO:

MID-AMERICA MORTGAGE CORPORATION  
361 FRONTAGE ROAD  
BURR RIDGE, ILLINOIS 60521

BOX 392

93805493

DEPT-01 RECORDING \$33.00  
130000 TRAN 4287 10/07/93 14:53:00  
1532  
COOK COUNTY RECORDER

FHA MORTGAGE

FHA CASE NO.

131:72556650

STATE OF ILLINOIS

This Mortgage ("Security Instrument") is given on

SEPTEMBER 27, 1993

The Mortgagor is RAFAELA MORENO, WIDOWED, NOT SINCE REMARRIED AND GLORIA MORENO, WIDOWED, NOT SINCE REMARRIED AND MAIKA RAMIREZ, MARRIED TO CARLOS TREJO MARIA

whose address is 4909 W. DRUMMOND PLACE, CHICAGO, IL 60639

("Borrower"). This Security Instrument is given to MID-AMERICA MORTGAGE CORPORATION which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 361 FRONTAGE ROAD, BURR RIDGE, ILLINOIS 60521 ("Lender").

Borrower owes Lender the principal sum of ONE HUNDRED SEVENTEEN THOUSAND SIX HUNDRED DOLLARS

Dollars (U.S.\$ 117,600.00).

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 October 1, 2023

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:

LOT 4 AND LOT 3 (EXCEPT THE EAST 17 FEET THEREOF) IN BLOCK 7 IN EDWARD F. KENNEDY'S RESUBDIVISIONS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTIONS 2 & 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-28-414-016

which has the address of 4909 W. DRUMMOND PLACE CHICAGO Illinois 60639 ("Property Address"); (Street) (City) (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.

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

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.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, taxes 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 in which 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. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

5. Preservation and Maintenance of the Property, Leaseholds. 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 lease is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned property. 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.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender 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 clauses in favor of, and in a form acceptable to, Lender, 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.

3. Application of Payments. All Payments under paragraphs 1 and 2 shall be applied by Lender as follows: FIRST, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium, unless Borrower paid the entire mortgage insurance premium when this Security Instrument was signed; SECOND, to any taxes, special assessments, liens, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required; THIRD, to interest due under the Note; FOURTH, to amortization of the principal of the Note; FIFTH, to late charges due under the Note.

2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note. Payment of principal, interest and late charge. Government 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. Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amount, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amount. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent. If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for items (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. Most Security Instruments issued by the Secretary are insured under programs which require advance payment of the entire mortgage insurance premium. If this Security Instrument is or was insured under a program which did not require advance payment of the entire mortgage insurance premium, then each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower does not pay the full amount of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installment payments for items (a), (b), and (c). If Borrower does not pay the full amount of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installment payments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower, immediately prior to a foreclosure sale of the Property or its acquisition by Lender. Borrower's account shall be credited with any balance remaining for all installment payments for items (a), (b), and (c).

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. Payment of principal, interest and late charge. Government 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. Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amount, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amount. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent. If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for items (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

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## 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, 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 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.

### (c) No Waiver.

If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, 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 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 if not permitted by regulations of 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. 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 attorney's 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 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 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 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.

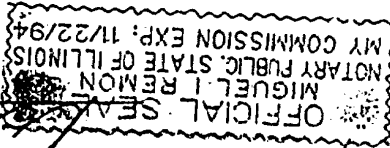
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Page 4 of 4

361 Frontage Road, Burr Ridge, IL 60521

MID-AMERICA MORTGAGE CORPORATION

Donna Parker



This instrument was prepared by: MY COMMISSION EXP: 11/22/94

Notary Public

*Miguel Remon*

11/22/94

My Commission expires:

Given under my hand and official seal, this 27th day of SEPTEMBER 1993.

signed and delivered the said instrument as

THEIR

free an voluntary act, for the uses and purposes therein set forth.

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

THEIR

, personally known to me to be the same person(s) whose name(s) ARE

1. THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that RAFAELA MORENO, WIDOWED, NOT SINCE REMARRIED, AND MARIA RAMIREZ, MARRIED TO CARLOS TREJO

STATE OF ILLINOIS,

County of: COOK

Borrower (Seal) \_\_\_\_\_

Borrower (Seal) *Maria Ramirez* MARIA RAMIREZ

Borrower (Seal) *Gloria Moreno* GLORIA MORENO

Borrower (Seal) *Rafaela Moreno* RAFAELA MORENO

*Miguel Remon*  
Witness:

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

- Planned Unit Development Rider
- Adjustable Rate Rider
- Graduated Payment Rider
- Growing Equity Rider
- Other FHA Due-On-Sale Rider

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 rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were in a part of this Security Instrument. [Check applicable box(es)].

Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within NINETY 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 NINETY DAYS from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive proof of such ineligibility. 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.

- 19. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
- 17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding, and any remedies provided in this paragraph 17, including, but not limited to, reasonable attorney's fees and costs of title evidence.

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

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FHA Case No. 131:72556650

## ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 27th day of September 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to MID-AMERICA MORTGAGE CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

4909 W. Drummend Place, Chicago, IL 60639

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

### 5. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Date

The interest rate may change on the first day of November, 1994 and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

#### (B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary (as defined in paragraph 7(B)). Lender will give Borrower notice of the new Index.

#### (C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of Two percentage point(s) ( 2.000 %) to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in paragraph 5(D) of this Note, this rounded amount will be the new interest rate until the next Change Date.

#### (D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate stated in paragraph 2 or this Note.

93805493

MARIA RAMIREZ  
 Borrower (Seal)  
 MARIA RAMIREZ  
 Borrower (Seal)

RAABELA MORENO  
 Borrower (Seal)  
 RAABELA MORENO  
 Borrower (Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

A new interest rate calculated in accordance with paragraphs 5(C) and 5(D) of this Note will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by paragraph 5(F) of this Note. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with paragraph 5(E) of this Note for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with paragraph 5(E) of this Note decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower has the option to either (i) demand the return of any excess payment, with interest thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any excess payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's obligation to return any excess payment with interest on demand is not assignable even if this Note is otherwise assigned before the demand for return is made.

(G) Effective Date of Changes

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the change in monthly payment amount, and (viii) any other information which may be required by law from time to time.

(F) Notice of Changes

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

(E) Calculation of Payment Change



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## FHA Due-on-Sale Rider

This Rider is made this 27TH day of SEPTEMBER 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, Deed to Secure Debt (the "Instrument") of the same date given by the undersigned (the "Mortgagor") RAFAELA MORENO, GLORIA MORENO AND MARIA RAMIREZ

and covering the property described in the instrument and located at:

4909 W. DRUMMOND PLACE, CHICAGO, IL 60639

(Property Address)

The mortgagor shall, if permitted by applicable law and with the prior approval of the Federal Housing Commissioner, or his or her designee, declare all sums secured by this mortgage to be immediately due and payable if all or any part of the property is sold or otherwise transferred (other than by devise or descent) to a purchaser or grantee who does not occupy the property as his or her principal residence, or to a purchaser or grantee who does so occupy the property but whose credit has not been approved in accordance with the requirements of the Commissioner.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and provisions contained in this FHA Due-on-Sale Rider.

*Frank Magut*  
Witness  
*Thomas Shi*  
Witness

*Rafaela Moreno*  
Mortgagor RAFAELA MORENO

*Gloria Moreno*  
Mortgagor GLORIA MORENO

*Maria Ramirez*  
Mortgagor MARIA RAMIREZ

Mortgagor

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Property of Cook County Clerk's Office

2010-01-23

Mail to:

MID-AMERICA MORTGAGE CORPORATION  
361 Frontage Road  
Burr Ridge, IL 60521

**UNOFFICIAL COPY**

1851049

BOX 392

ASSIGNMENT OF MORTGAGE

For value received, MID-AMERICA MORTGAGE CORPORATION, an Illinois corporation hereby assigns and transfers to NORWEST MORTGAGE, INC. A MINNESOTA CORPORATION  
800 MARQUETTE AVE SOUTH MINNEAPOLIS, MN 55402  
all its right title and interest in a certain mortgage executed by RAFAELA MORENO, WIDOWED, NOT SINCE REMARRIED, GLORIA MORENO, WIDOWED, NOT SINCE REMARRIED AND MARIA RAMIREZ, MARRIED TO CARLOS TREJO to MID-AMERICA MORTGAGE CORPORATION, and bearing the date of SEPTEMBER 27 1993

and recorded as Document Number 93805493

signed the 27TH day of SEPTEMBER 1993

MID-AMERICA MORTGAGE CORPORATION

*Patricia A. Panozzo*  
Patricia A. Panozzo

93805494

After recording return to:  
MID-AMERICA MORTGAGE CORPORATION  
361 Frontage Road  
Burr Ridge, Illinois 60521

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

On this 27TH day of SEPTEMBER 1993

DEPT-01 RECORDING \$23.00  
T#0000 TRAN 4287 10/07/93 14:53:00  
#1533 # \*93-805494  
COOK COUNTY RECORDER

Before me, the undersigned, a notary public in and for the county and state aforesaid, personally appeared PATRICIA A. PANOZZO to me personally known, who being duly sworn, did say that she was the SECRETARY of MID-AMERICA MORTGAGE CORPORATION and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that PATRICIA A. PANOZZO acknowledged the execution of said instrument to be the free and voluntary act and deed of MID-AMERICA MORTGAGE CORPORATION, by it voluntary done and executed.

Witness my hand and notarial seal the day and year last above written.

*Lisa A. Motts* 93805494

OFFICIAL SEAL  
LISA A. MOTTS  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 8-3-07

This instrument prepared by:  
Donna Parker

LOT 4 AND LOT 3 (EXCEPT THE EAST 17 FEET THEREOF) IN BLOCK 7 IN EDWARD F. KENNEDY'S RESUBDIVISIONS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTIONS 2 & 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

2300  
*[Signature]*

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