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RECORD AND RETURN TO:
J.I. KISLAK MORTGAGE CORPORATION
7900 MIAMI LAKES DRIVE WEST
MIAMI LAKES, FLORIDA 33016

(Space Above This Line For Recording Data)

State of Illinois

MORTGAGE

FHA Case No.

131:7584858-729

THIS MORTGAGE IS BEING RE-RECORDED TO REFLECT THE PREVIOUSLY MISSING SIGNATURE OF ESTHER O. SALAS ON ADJSUTABLE RATE RIDER ATTACHED TO THIS MORTGAGE.

THIS MORTGAGE ("Security Instrument") is made on **APRIL 12, 1994**. The Mortgagor is **CUTBERTO SALAS, MARRIED TO ESTHER O. SALAS****

4056 NORTH MC VICKER AVENUE CHICAGO, ILLINOIS 60634 ("Borrower"). This Security Instrument is given to

J.I. KISLAK MORTGAGE CORPORATION

which is organized and existing under the laws of **THE STATE OF FLORIDA**, and whose address is **7900 MIAMI LAKES DRIVE WEST MIAMI LAKES, FLORIDA 33016** (Lender). Borrower owes Lender the principal sum of **ONE HUNDRED TWENTY EIGHT THOUSAND SIX HUNDRED FORTY SEVEN AND 00/100 DOLLARS (U.S. \$ 128,647.00)**.

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 **MAY 1, 2024**. 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 23 IN LAVINA ELDRED'S SUBDIVISION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

I ESTHER O. SALAS, AM EXECUTING THIS MORTGAGE SOLELY TO SUBJECT THE PROPERTY HEREIN TO THE LIEN OF THE MORTGAGE. I AM UNDERTAKING NO PERSONAL RESPONSIBILITY FOR THE PAYMENT OF THE DEBT SECURED HEREBY. I ALSO HEREBY WAIVE MY RIGHTS OF HOMESTEAD

13-17-315-058

which has the address of **4056 NORTH MC VICKER AVENUE, CHICAGO** (Street, City),
Illinois 60634 (Zip Code) ("Property Address");

VMP -4P(LI) (8103)

Page 1 of 6
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FHA Illinois Mortgage • 2/91
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Fifth, to late charges due under the Note.

Fourth, to amortization of the principal of the Note;

Third, to interest due under the Note;

premiums, as required;

סמכותם של כלים

First, to the monthly mortgage insurance premium:

Final; so the import-export privilege premium to be paid by Landender to the Secretary or to the monolith charge by the Secretary

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all instruments for items (a), (b), and (c) and (d). If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with any balance remaining for all instruments for items (a), (b), and (c).

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 subsequently payments by Borrower, at the option of Borrower, if the total of the payments made by Borrower for item (a), (b), and (c) is insufficient to pay the item when due, Lender shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

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) household payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

1. Payment of Principal and Interest and Late Charges due under the Note.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgag[e], 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.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter acquired in this Security instrument as the "Property."

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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 companies approved by Lender. The insurance policies 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.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. 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 loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. 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.

6. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines 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 that may significantly affect 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.

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
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11. Borrower Not Released; Forbearance by Lender. 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's successor in interest. Lender shall not be required to release the liability of the original Borrower or Borrower's successor in interest if Lender has received payment in full of the sums secured by this Security Instrument by the original Borrower or Borrower's successor in interest.

10. **Reinstatement.** Borrower has a right to be reinstated if Lender has a valid trademark 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 to Lender a lump sum of amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, fees and expenses of attorney's fees and expenses properly incurred which foreclosure costs and reasonable attorney's fees and expenses properly incurred under this Security Instrument.

(e) **Amortisable Note Insured.** Borrower agrees that, should this Security Instrument be declared unenforceable by a court of law, the Note will be amortised over a period of 60 days from the date hereof, in accordance with the terms of the Note, and the Note will be insured under the National Housing Act, within 60 days from the date hereof, under the Note insurance policy issued by the National Housing Administration.

(d) **Regulations of HUD Secretary.** In many circumstances issued by the Secretary will limit Lender's rights in the case of payment default to require immediate payment in full and foreclose if not paid. This Securitization instrument does not authorize acceleration or foreclosure if not permitted by regulations 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.

purifiers or grinders does so exactly the property of his or her credit that has been approved in accordance with the requirements of the Secular.

(b) Sale Without Credit Approval, Lender shall, if permitted by applicable law and with the Prior Approval of the Secretary, require (immediately payable in full or all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning 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 principal residence, or the

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

(B) **Debtors:** Lender may, except as provided by regulations issued by the Secretary in the case of payment defaults, require immediate payment 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

9. Grounds for Acceleration of Delhi.

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

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.

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12. **Successors and Assigns Bound; Joint and Several Liabilities; 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 terms 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.

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. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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.

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

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NOTARY PUBLIC, STATE OF ILLINOIS
NOTARY PUBLIC, STATE OF ILLINOIS
KIRSTEN L. SMITH
"OFFICIAL SEAL"

DPS 1614

Page 8 of 8

This instrument was prepared by: JUDY LATOZA
4/21/11 4/21/11

Notary Public

My Commission Expires:

GIVEN under my hand and official seal, this 12 day of April 1994
free and 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 he
personally known to me to be the same person(s) whose name(s)

CUTTER TO SALAS, ESTHER O. SALAS** MADE TO EACH OTHER
in the County of DuPage, State of Illinois
a Notary Public in and for said county and state do hereby certify
that County of DuPage, State of Illinois
(Seal)

ESTHER O. SALAS
Borrower
(Seal)

ESTHER O. SALAS
Borrower
(Seal)

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

Check applicable box(es)
 Conditional Rider
 Grandfathered Payment Rider
 Adjustable Rate Rider
 Planned Unit Development Rider
 Growing Equity Rider
 Other [Specify]

SECURITY INSTRUMENT, the covenants of each such rider shall be incorporated into and shall amend and supplement the coverings
and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
20. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this

I EXECUTING THIS MORTGAGE
SOLELY TO SUBJECT THE PROPERTY HEREIN TO THE LIEN OF THE MORTGAGE. I AM
UNDETRAKING NO PERSONAL RESPONSIBILITY FOR THE PAYMENT OF THE DEBT
SECURED HEREBY. I ALSO HEREBY WAIVE MY RIGHTS OF HOMESTEAD

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FHA Case No.

131:7584858-729

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this **12TH** day of **APRIL**, 1994, 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 **J.I. KISLAK MORTGAGE CORPORATION**

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:
4056 NORTH MC VICKER AVENUE, CHICAGO, ILLINOIS 60634

(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:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of **JULY**, 1995, 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 ~~or~~ a new Index any index prescribed by the Secretary. As used in this Rider, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. 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 AND ONE HALF** percentage point(s) (**2.500** %) 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 (D) of this Rider, 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.

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95382103

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[Space below for grade record lot accumulation]

(X) Esther O. Salas
ESTHER O. SALAS
-Burttower
-Burttower
(Seal)

(X) Cutberto Salas
CUTBERTO SALAS
-Burttower
-Burttower
(Seal)

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 (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.

"(i) 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 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 of any prepayments to principal. The result of this calculation will be the amount of Note, reduced by the amount of any prepayments to principal.

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Loan #6344003

Salas

THE MORTGAGE

ATTACHED HERETO IS BEING

RE-ACKNOWLEDGED FOR THE REASON OF REFLECTING PREVIOUSLY MISSING SIGNATURE OF ESTHER O. SALAS ON ATTACHED ADJUSTABLE RATE RIDER.

Cutberto Salas (SIGNATURE OF BORROWER)
Cutberto Salas
 Esther O. Salas (SIGNATURE OF BORROWER)
Esther O. Salas

ALL-PURPOSE ACKNOWLEDGMENT

State of Illinois }
County of Cook }

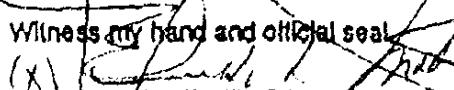
On 5/10/95 before me, Ericka N. Matos
DATE NAME, TITLE OF OFFICER - E.G., JUNE DOG, NOTARY PUBLIC

Personally appeared Cutberto & Esther O. Salas
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are
subscribed to the within instrument and
acknowledged to me that he/she/they
executed the same in his/her/their
authorized capacity(ies), and that by
his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of
which the person(s) acted, executed the
instrument.

" OFFICIAL SEAL "
ERICKA N. MATOS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/13/96

Witness my hand and official seal

(X) 

SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL (S) _____
 CORPORATE _____
OFFICER(S) _____
 PARTNER(S) LIMITED
 GENERAL
 ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

themselves

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document Mortgage with Adjustable Rate Rider

Number of Pages 9 Date of Document April 12, 1994

Signer(s) Other than Named Above None

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