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96491358



Prepared by:
Yang Park
MIDWEST FUNDING CORPORATION
1020 31ST STREET, SUITE 300
DOWNERS GROVE, ILLINOIS 60515

State of Illinois

LOAN NO. 7738AD

MORTGAGE

DEPT-01 RECORDING \$35.50
T90011 TRAN 2195 06/26/96 13:33:00
50441 # RV X-96-491358
COOK COUNTY RECORDER

35.50

FHA Case No.

131:8325644 703

THIS MORTGAGE ("Security Instrument") is given on June 14, 1996
The Mortgagor is BERNABE SALGADO, PAULA SALGADO, HIS WIFE and MAGDALENO SALGADO,
A SINGLE WOMAN NEVER MARRIED

("Borrower"). This Security Instrument is given to
AN ILLINOIS CORPORATION

4200482 BL 20+3 w/
organized and existing under the laws of ILLINOIS
whose address is 4305 W. IRVING PARK RD, CHICAGO, IL 60641 , which is , and

(Lender). Borrower owes Lender the principal sum of
Ninety Eight Thousand Five Hundred Fifty Dollars and Zero Cents

Dollars (U.S. \$ 98,550.00).

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

July 1, 2026 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this

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are called "Escrow Items", and the sums paid to Lender are called "Escrow Funds".
amount to be determined by the Secretary. Except for the monthly charge by the Secretary, in a reasonable amount of a mortgage insurance premium if this Security instrument is held by the Secretary, or (ii) a monthly charge instrument held by the Secretary, or (iii) a monthly charge instrument to be paid by Lender to the Secretary, in which such monthly payment shall also include either: (i) a sum for the principal mortgage instrument, each monthly payment shall also include either: (i) a sum for the principal mortgage instrument ("Secretary"), or in any year in which such premium would have been required if Lender held the Secretary ("Secretary"), or pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or (a) taxes and special assessments levied or to be levied against the Property, (b) assessments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or (a) taxes and special assessments levied or to be levied against the Note and any other charges, a sum for (a) taxes and special assessments set forth in the Note and any other charges, a sum for (b) assessments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or (a) taxes and special assessments levied or to be levied against the Note and any other charges, a sum for (b) assessments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or (a) taxes and special assessments levied or to be levied against the Note and any other charges, a sum for (b) assessments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or (a) taxes and special assessments levied or to be levied against the Note and any other charges, a sum for (b) assessments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each month's payment, together with the principal and interest as set forth in the Note and any other charges, a sum for (a) taxes and special assessments levied or to be levied against the Note and any other charges, a sum for (b) assessments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4.

3. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of,

UNIFORM COVENANTS.

Borrower and Lender covenant and agree as follows:

PROPERTY WITH LIMITED Variations by jurisdiction to constitute a uniform security instrument covering real property.
COVENANTS WITH SECURITY INSTRUMENT combines uniform covenants, of national use and non-uniform covenants with security instruments by jurisdiction to constitute a uniform security instrument covering real property.
THIS SECURITY INSTRUMENT combines uniform covenants, of national use and non-uniform covenants with security instruments by jurisdiction to constitute a uniform security instrument covering real 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 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.

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, appurtenances and fixtures now or hereafter erected on the Property, all referred to in this Security instrument as also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, appurtenances and fixtures now or hereafter erected on the Property, all referred to in this Security instrument as also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".

CHICAGO 60623 (ZIP Code) ("Property Address");

(Street, City)

which has the address of 2752 SOUTH PAULDING AVENUE,

Cook County, Illinois,
LOT 75 IN THE SUBDIVISION OF BLOCK 11 IN THE SUBDIVISION OF THE SOUTH EAST
1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Security instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender the following described property located in

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Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment 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 installments for items (a), (b), and (c).

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;
- Second, to any taxes, special assessments, household 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; and
- Fifth, to late charges due under the Note.

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 amount, 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.

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8. 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 condemned land, are hereby assented and shall be paid to Lender to the extent of the full amount of the condemnation, or to the holder of the title to the land in fee simple, or to his assigns, heirs and successors under the Note and this Security Instrument.

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

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Carl St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of 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), and
- (ii) 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 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.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, 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 60 days from the date hereof, declining to insure this Security Instrument and the Note, 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.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement 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

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18. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law, or any other law, that is inconsistent with the use of the Property as a residential dwelling unit. The preceeding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental agency or regulatory authority involving the Property and any Hazardous Substances substances affecting the Property is necessary, Borrower shall promptly take all necessary or is notified by any government or regulatory authority that any removal or other remedial action of any Hazardous Substances substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph 18, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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 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 except to the extent necessary to make it conform to such law.

15. Borrower's Copy. Borrower shall be given one copy and copy of the Note and of this Security instrument.

12. Successors and Assignees 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, and subject to the successions and assignments of Lender and Borrower, who co-signs this Security instrument but does not execute the Note: (a) in co-signing this Security instrument only to mortgagee, grant and convey that Borrower's interest in the property under this Security instrument with respect to the sums secured by this Security instrument; (b) in the terms of this Security instrument with regard to the terms of this Security instrument; and (c) agrees that Lender and any other Borrower may agree to extend or modify this Security instrument; and (d) agrees that Lender and any other Borrower may agree to make any accommodations with regard to the terms of this Security instrument or the Note without the Borrower's consent.

Borrower's Successor in Interest. Lender shall not be required to commence proceedings against any Successor in Interest for failure to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument on account of any demand made by the original Borrower's Successor 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.

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

17. 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 17.

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.

18. 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 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph 18 or applicable law.

19. 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.

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

21. 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 such 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

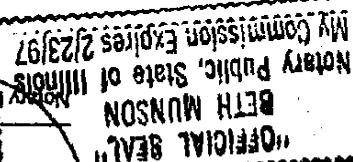
Other [specify]

Planned Unit Development Rider

Graduated Payment Rider

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MY COMMISSION EXPIRES:

GIVEN under my hand and official seal, this
14th day of June, 1996.

I, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument,
apparently before me this day in person, and acknowledged that they signed and delivered the said
instrument as their free and voluntary act, for the uses and purposes therein set forth.

BERNABE SALGADO, PAULA SALGADO and MAGDALENO SALGADO ,
a Notary Public in and for said County and state do hereby certify that
I, PAULA SALGADO,
STATE OF ILLINOIS,

Counties:

(Seal) Borrower - Borrower - (Seal)

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

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