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RECORD AND RETURN TO:
WESTWIND MORTGAGE BANCORP., INC.
5100 NORTH HARLEM AVENUE
HARWOOD HEIGHTS, ILLINOIS 60656

Prepared by: KITTY KOLESKE
HARWOOD HEIGHTS, IL 60656

State of Illinois

PURCHASE MONEY MORTGAGE

FHA Case No.

131:8763544-729

451684

THIS MORTGAGE ("Security Instrument") is given on JUNE 27, 1997
The Mortgagor is
JUAN ROBLES AND DORA ROBLES, HUSBAND AND WIFE

2444 S. DRAKE, CHICAGO, ILLINOIS 60629

(*Borrower"). This Security Instrument is given to
WESTWIND MORTGAGE BANCORP., INC.

BOX 335

which is organized and existing under the laws of THE STATE OF ILLINOIS
whose address is 5100 NORTH HARLEM AVENUE

HARWOOD HEIGHTS, ILLINOIS 60656 ("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED TWENTY THOUSAND SEVEN HUNDRED FIFTY SEVEN
AND 00/100 Dollars (U.S. \$ 120,757.00).

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
2027. 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 Security Instrument; and (c) the performance

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MIA Illinois Mortgage - 4/96

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amounts due for the mortgage insurance premium.
disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts from time to time ("RESPA"), except that the cushion of reserve permitted by RESPA for unanticipated 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, require for Borrower's escrow account under the Real Estate Settlement Procedures Act of maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act under may, at any time, collect and hold amounts for Escrow items in an aggregate amount not to exceed the

items are called "Escrow items" and the sums paid to Lender are called "Escrow Funds".
in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, of (ii) a monthly charge instead of a monthly insurance premium if this Security instrument is held by the Secretary, shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, which such premium would have been required if Lender still held the Security instrument, such monthly payment mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year a property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a special assessment levied or to be levied against the property, (b) less than half parts of ground rents or the payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, the debt evidenced by the Note and late charges due under the Note and late charges due the principal of, and

CUSTOM COOK COUNTY OFFICE

Borrower and Lender covenant and agree as follows:

with limited variations by jurisdiction to constitute a uniform security instrument covering real property.
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants
evidences all, the debt evidenced by the Note and late charges due under the Note and late charges due the principal of,

BORROWER COVENANTS that Borrower will defend generally, title to the Property against all claims and demands, subject to any mortgage, grant and convey the Property and, if the Property is unencumbered, except for encumbrances of record,
Borrower waives and will waive generally, all rights to the title to the Property against all claims and demands, subject to any

COVERAGE WITH THE improvements now or hereafter erected on the estate hereby conveyed and has the right to appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".

PARCEL ID #: 19-35-205-020
which has the address of 7925 S. CHRISTIANA , CHICAGO
Illinois 60652
24 Code ("Property Address"):

LOT 34 IN SOUTHWEST HIGHLANDS AT 79TH AND KEDZIE UNIT NUMBER 1, BEING A
SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35,
TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.
does hereby mortgage, grant and convey to the Lender the following described property located in
Cook County, Illinois:
of Borrower's covenants and agreements under this Security instrument and the Note. For this purpose, Borrower

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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 are 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, 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; 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 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 (or within sixty days of a later sale or transfer of the Property); and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender 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

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(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Gam-SI Gemmian Depository Institutions Act of 1982, 12 U.S.C. 1701-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument.

(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 to pay in full any nonmonthly payment required by this Security Instrument prior to or on the due date of the next day, or

(iii) Borrower defaults by failing for a period of thirty days, to perform any other obligations contained

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

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, 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, real estate taxes 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 rate set forth in the instrument.

Borrower shall promulgate any lien which has priority over this Security Instrument unless Borrower fails to pay, and at the option of Lender, shall be immediately due and payable.

(a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the lien by, or deems against enforcement of the lien; or (c) secures from the holder of the Lender's opinion to prevent the enforcement of the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give notice to Lender to cancel such claim to the lien in this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give notice to Lender to cancel such claim to the lien in this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give notice to Lender to cancel such claim to the lien in this Security Instrument.

abundant detail. Borrower shall also be in default if Borrower, during the loan application process, gave inaccurate or misleading 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 the title shall all be merged into the property and no further notice is required.

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- (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 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 terms of this Security Instrument or the Note without that Borrower's consent.

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17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes 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 receive all rents and revenues of the Property to pay the rents to Lender or the benefit of Lender and Borrower, Borrower of the Property to agree to pay the rents to Lender or Lender's agents in the event of insolvency, bankruptcy, or assignment of any right or interest in the Property, Lender 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 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 or trustee demanded to the tenant.

Borrower has not executed any prior assignment of the rents and has not performed 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 invalidity other right or remedy of Lender. This assignment of rents shall terminate when the debt secured by the Security instrument is paid in full.

NON-UNIFORM COVENANTS. Bottower and Lessee further covenant and agree as follows:

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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
 Planned Unit Development Rider

Growing Equity Rider
 Graduated Payment Rider

Other (specify)

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My Commission Expires: 05/23/98
Notary Public, State of Illinois
Patrick E. Flynn
"OFFICIAL SEAL"

Given under my hand and official seal, this 27th day of July, 1997
I, Notary Public in and for said county and state do hereby certify
that I have free and voluntarily act, for the uses and purposes herein
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the
personally known to me to be the same person(s) whose name(s)

JUAN ROBLES AND DORA ROBLES, HUSBAND AND WIFE
STATE OF ILLINOIS, *44-155*
County ss:
a Notary Public in and for said county and state do hereby certify
that

-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.

Witnesses:

JUAN ROBLES
[Signature]

DORA ROBLES
[Signature]

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FHA Case No.

131:8763544-729

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this **27TH** day of **JUNE**, 19**97**, 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 **WESTWIND MORTGAGE BANCORP, INC.**

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

7925 S. CHRISTIANA, CHICAGO, ILLINOIS 60652

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 **OCTOBER 1 1998**, 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 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 THREE FOURTHS** percentage point(s) (**2.750 %**) 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. **97468655**

(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.

[Signature]

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Specs Below This page describes lot of Action Figures.

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

(U) ELIGIBILITY DATE OF CHANGES

A new interest rate calculated in accordance with paragraphs (C) and (D) of this Rider 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 (F) of this Rider. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with paragraph (E) of this Rider 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 (E) of this Rider decreases, 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 (1) demand the return to Borrower of any excess payment, with interest accrued in the Note that equals the interest rate which would have been stated in a timely notice, or (ii) require that any excess payment be applied to the interest rate which should have been stated in a timely notice. Lender's obligation to return any excess payment, with interest accrued in the Note, is otherwise satisfied before the demand for return is made.

(G) Effective Date of Changes

(P) Notice 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 ladder 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.

(E) Calculation of Payment Change If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest to be paid by the amount of any prepayment to principal. The result of this calculation will be the amount of Note, reduced by the amount of any prepayment to principal. The result of this calculation will be the new monthly payment of principal and interest.