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4009/0045 07 000 1997-12-02 1173/14 Cook County Recorder 41-50

RECORD AND RETURN TO: FIRST AMERICAN MORTGAGE £ 714M

1701 SOUTH 1ST AVENUE-SUITE 501 MAYWOOD, ILLINO'S 60153

Prepared by: ROBIN HERNANDEZ MAYWOOD, IL 60153 COOK COUNTY RECORDER \ JESSE WHITE

CST 974219

SKOKIE OFFICE

970061724

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUAN MANUEL DELGADILLO, MARRIED TO ALICIA DELGADILLO **

DECEMBER 10, 1997

. The mortgagor is

("Borrower"). This Security Instrument is given to FIRST AMERICAN MORTGAGE

which is organized and existing under the laws of THE STATE OF ILLINOIS

, and whose

address is 1701 SOUTH 1ST AVENUE-SUITE 501

MAYWOOD, ILLINOIS 60153

("Lander"). Borrower owes Lender the principal sum of

NINETY ONE THOUSAND FOUR HUNDRED FIFTY AND 00/100

Dollars (U.S. \$

91,450.00).

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 JAN JARY 1, 2013

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the 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 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 12 IN THE SUBDIVISION OF THE NORTH 1/2 OF LOT 3 AND THE NORTH 45/100 ACRES OF THE SOUTH 1/2 OF LOT 3 IN THE SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

** ALICIA DELGADILLO IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS

Parcel ID #: 13-25-208-021
which has the address of 2728 WESS

2728 WEST NELSON , CHICAGO

Illinois 60618

[Zip Code] ("Property Address");

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT FORM 3014 9/90

-6R(IL) (9608)

VMP MORTGAGE FORMS - (800)521-7291

Amended 8/96

[Street, City],

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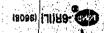
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this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over enforcement of the iten; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to by, or defends against enforcement of the tien in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. these obligations in the manner provided in paragraph 2, or it not paid in that manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and leasehold payments or ground rents, it any. Borrower shall pay Tharges; Lieus, Borrower shall pay all taxes; assessments, charges, fines and impositions attributable to the Property

third to interest due; fourth, to principal due; and last, to any late charges due under the Note.

1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; 3. Application of Payments, Unless applicable law provides otherwise, all payments received by Lender under paragraphs

this Security Instrument.

of the Property, shall apply any Funds held by Lender at the time of acquisition or sale us a cr.oi' against the sums secured by Fund; held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale Uprin payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

twelve inhulily payments, at Lender's sole discretion.

shall pay to Lender the amount necessary to make up the deficiency. Borrower shad riske up the deficiency in no more than time is not sufficient to pay the Escrow Items when due, Lender may so notif, Be frower in writing, and, in such case Borrower for the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender at any If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument. without clarge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, thin interest shall be paid on the Funds. Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall not le vanired to pay Borrower any interest or earnings on the Funds. used by Lender, in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or a charge However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service verifying the Escrow Items, unless Lender pays Borruw at interest on the Funds and applicable law permits Lender to make such Escrow Jiems. Lender may not charge Borrove: for helding and applying the Funds, annually analyzing the escrow account, or (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the The Funds shall be held in an into ation whose deposits are insured by a federal agency, instrumentality, or entity

Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of Fonds due on the basis of current data and reasonable estimates of expenditures of future sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. 1974 as amended from tin, e to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally the provisions of pa as aph 8, in lieu of the payment of morigage insurance premiums. These items are called "Escrow Items." if any; (e) yearly an rigage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with or ground tents on the Property, it any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may attain priority over this Security Listrument as a lien on the Property; (b) yearly leasehold payments Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for; (a) yearly taxes 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges, Borrower shall promptly pay when due the

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: variations lly jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, Instrument. All of the loregoing is referred to in this Security Instrument as the "Property."

fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security TOCETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and

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this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender.

Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not an wer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower's herwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument

immediately prior to the acquisition.

6. 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 Lender otherwise agrees in writing which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Leider's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. 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 all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the 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, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph

7. Lender does not have to do so.

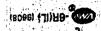
Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

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or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to it by first class thail unless applicable law requires use of another method. The notice shall be directed to the Property Address 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing

prepayment chirt e under the Note.

payment, to Borrower, It a refund teduces principal, the reduction will be treated as a partial prepayment without any Borlower Lender may choose to make this refund by reducing the principal owed under the Note of by making a direct to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges,

make any accommodations with regard to the terms of this Security Instrument or the Note without that Harraver's consent. secured by this Security Instrument; and (p) agrees that Lender and any other Borrower may agree to extend, modify, forbear or Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally outgained to pay the sums Instrument but does not execute the Mote: (a) is co-signing this Security Instrument only to more, great and convey that paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Security instrument shall bind and benefit the successors and assigns of Lender and Berrawer, subject to the provisions of 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this

exercise of any right or remedy.

successors in interest. Any forbearance by Lender in exercising any right or temed, shall not be a waiver of or preclude the s'reworned for this Security Instrument by teason of any demand in de by the british Borrower or Borrower's commence proceedings against any successor in interest or refuse to extent that for payment or otherwise modify amortization not operate to release the liability of the original Borrower or Borrower as accessors in interest. Lender shall not be required to of amortization of the sums secured by this Security Instrument grantee by Lender to any successor in interest of Borrower shall II. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification

posipone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Lender and Borrower otherwise agree in wriding, any application of proceeds to principal shall not extend or secured by this Security Instrument, whether or not then and

Lender is authorized to collect and apply the proceed, at its option, either to restoration or repair of the Property or to the sums award or settle a claim for damages, Borrower fair to respond to Lender within 30 days after the date the notice is given, If the Property is abandoned by Borrow of it, after notice by Lender to Borrower that the condemnor offers to make an

be applied to the sums secured by this Security in trument whither or not the sums are then due.

taking, unless Bottower and Lender othe wise agree in writing or unless applicable law otherwise provides, the proceeds shall marker value of the Property immediately before the taking is less than the amount of the sums secured immediately before the before the taking, Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair smount of the sums secured impressible to the taking, slivided by (b) the fair market value of the Property immediately this Security Instrument at all is reduced by the amount of the proceeds multiplied by the following fraction: (a) the total Security instrument immediate the taking, unless Borlower and Lender otherwise agree in writing, the sums secured by market value of the Property immediately before the taking in equal to or greater than the amount of the sums secured by this whether or not then du,, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair In the event of total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

shall be paid to Lender.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and 16. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve one-twelfilm of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the

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Lender's address stated herein or any other 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.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the function in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note deconflicts 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.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Porrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry or a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorreys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Portower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. It there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence we, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow any one else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous 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, lawsoi, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance of Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "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 radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

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Pro 1094 (11) H9- (11) ~ 08/8 Proc mion. Motery Public, State of Illinois
My Commission Exp. 09/14/2001 Allison Debonnett Motary Public My Commission Expires: Sept 67162 14, 2001 Given under my hand and official seal, this to yab signed and delivered the said instrument as HIS/HER 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 , personally known to me to be the same person(s) whose name(s) JUAN MANUEL DELGAUTILLO, MARRIED TO ALICIA DELGADILLO** , a Notary Public in and for said county and state do hereby certify STATE OF ILLINOIS, County ss ALICIA DELGADILLO 19W0110B-Borrower.

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