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011893869

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 18, 1991**. The
mortgagor is **GILDADIO CONTRERAS AND BEATRIZ CONTRERAS, HIS WIFE**

("Borrower"). This Security Instrument is given to **St. Paul Federal Bank for Savings**

, which is organized and existing under the laws of **United States of America**, and whose address is
6700 W. North Ave, Chicago, Illinois 60635

("Lender"). Borrower owes Lender the principal sum of **FORTY SIX THOUSAND AND NO./100**

Dollars (U.S. \$ **46,000.00**). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **OCTOBER 1, 2021**. 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 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 TWENTY (20)

IN BLOCK ELEVEN (11), IN GRAND AVENUE, BEING A SUBDIVISION
OF THE WEST HALF (1/2) OF THE EAST HALF (1/2) OF THE NORTH
WEST QUARTER (1/4) OF SECTION 32, TOWNSHIP 40 NORTH, RANGE
13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT RAILROAD
RIGHT-OF-WAY) ACCORDING TO PLAT FILED IN THE REGISTRAR'S
OFFICE AS DOCUMENT NUMBER 41516.

PIN #13-32-114-024-0000

3997657

which has the address of **2202 N MOODY** **CHICAGO**,
60639 [Street] **(City)**

Illinois **60639** ("Property Address");
[Zip Code]

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302 (1-800-397-2341) FORM MD-1-IL 2/691

Form 3014 9/90 (page 1 of 6 pages)

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Form 3014 990 (page 2 of 6 pages)

satisfy the lien or take one or more of the actions set forth above within 10 days of the filing of notice. Borrower shall pay attorney fees and costs of collection if he fails to do so. Lender may give Borrower a notice identifying the lien. Borrower shall subordinate his interest in this Security Instrument. If Lender determines that any part of the Property is subject to a lien or other encumbrance to Lender's satisfaction, he may attach priority over this Security Instrument. Lender may give Borrower a notice identifying the lien or take one or more of the actions set forth above within 10 days of the filing of notice.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment in full of the obligation secured by the lien in a manner acceptable to Lender; (b) conveys in good faith the lien by, or defers any action to the payment in full of the obligation secured by the lien in a manner acceptable to Lender; (c) conveys in good faith the instrument of title to the property to Lender.

This paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing time directly to the person owed payment. Borrower shall furnish to Lender all notices of amounts to be paid under these obligations in the manner provided in paragraph 2. Or if it is not paid in the manner, Borrower shall pay the amount on time paid by Lender prior to the payment of all taxes, assessments, charges, fines and impositions attributable to the payments.

4. Charges: Lien, to third parties due: fourth, to any late charges due under this Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under this paragraph 2; third, to interest, to principal due and last, to any late charges due under this Note.

Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

deficiency in no more than twelve months, in Lender's sole discretion.

Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender in any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency.

If the Funds held by Lender exceed the amounts permitted in (a), held by applicable law, Lender shall account to this Security Instrument.

If the Funds held by Lender each deficit to the Funds was made. The Funds are pledged as additional security for all sums secured by purpose to Borrower, without charge, an annual accounting in the Funds, showing credits and debits to the Funds and the shall give to Borrower and Lender may agree in writing, however, that interests shall be paid on the Funds. Lender earnings on the Funds. Borrower and Lender may agree to do paid, Lender shall not be required to pay Borrower any interest or agreement is made or applicable law requires interest to be paid, Lender in connection with this loan, unless a applicable law provides otherwise. Unless in case tax reporting service used by Lender to pay a one-time charge for an independent real Lender to make such a charge. However, Lender may require Borrower to pay the amount necessary to Escrow items account, or verify the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits the Escrow items, Lender may not charge for holding and applying the Funds, annually analyzing the Funds to pay (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay (including Lender, if Lender is such an agency, instrumentality, or instrumentality, or entity

The Funds shall be held in an escrow account by a federal agency, instrumentality, or entity established estrimates of expenditures of future Escrow items in accordance with applicable law.

amount not to exceed the lesser of Lender may estimate the amount of Funds due on the basis of current data and another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an Estale Settlement Proceedings Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless

amount a lender for a federally related mortgage loan may require for Borrower's account under the federal Real items are called "E.R." items. "Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These float insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to

yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay the 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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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.

Borrower Covenant that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants

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. All replacements and additions to be covered by this Security

and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

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of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. 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 lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise 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 such payments.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for 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 successors 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 17. 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. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. 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 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 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.

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BANKERS SYSTEMS, INC. ST CLOUD, MINNESOTA (1-800 397-2411) FORM MD-1L 2691

8. Mortgage Insurance. If Lender requires mortgage insurance as a condition of making the loan secured by this payment, the mortgagor shall pay the premiums required to obtain coverage substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternative mortgagor insuring the instrument to the cost to Lender to obtain coverage equivalent to the mortgagor's coverage in effect, if Lender has not yet received payment of the premium.

9. Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement by Lender under this paragraph 7 shall become additional debt of Borrower secured by this security instrument, unless Borrower shall pay the premiums required to maintain the mortgage insurance in effect, if, for any reason, the mortgagor's coverage insurance ceases to be in effect.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this security instrument in the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting Lender to pay any reasonable attorney fees and charges on the Property to make repairs. Although Lender may take action in court, paying reasonable attorney fees and charges on the Property to protect his Secured interest, Borrower may file a suit which has priority over this Secured instrument, appearing under this paragraph 7, Lender does not have to do so.

Lender's actions may include paying any sums secured by a lien which has priority over this Secured instrument, appearing in court as a proceeding in bankruptcy, probable, for condemnation or forfeiture or to enforce laws or regulations, when

Property (such as a residence for whatever reason) is necessary to protect Lender's rights in the

contaminated in this Secured instrument, or there is a legal proceeding that may significantly affect Lender's interests in the

contaminated 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 Secured instrument is on a leasehold, by Borrower shall comply with all the

terms 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.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application. 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, 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, if Lender (or another individual) imparts the Property or otherwise creates by the Lender's security interest in the Property or otherwise creates by the Lender (or another individual) interest in the Property, including, but not limited to, creating by this Secured instrument, or providing a ruling that a loan application process, gave materially false 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

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*Borrows
Gillardo Contreras
Borrower*

IN WITNESS WHEREOF, BORROWER has executed this RIDER.

2.), Borrower and Lender agree that in the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect.

1.), Borrower and Lender agree that notwithstanding anything contained in Uniform Covenant 21 of the Security Instrument, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed.

(PROPERTY ADDRESS)

2202 N MOODY, CHICAGO IL 60639

THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned (the "Borrower") to St. Paul Federal Bank For Savings (the "Lender") to secure a mortgage indebtedness; said Security Instrument encumbers real property commonly described as:

LOAN NO. 011893869 DATE SEPTEMBER 18, 1991

LOAN RIDER

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Property of Cook County Clerk's Office

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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 Borrower 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 of 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 attorneys' 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 Borrower. 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. If 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, 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. 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, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or 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 applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. 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.

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

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24. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements 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)]

Adjustable Rate Rider

Graduated Payment Rider

Balloon Rider

Other(s) [specify] LOAN RIDER

Condominium Rider

Planned Unit Development Rider

Rate Improvement Rider

1-4 Family Rider

Biweekly Payment Rider

Second Home Rider

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

Gildardo Contreras (Seal)
GILDARDO CONTRERAS
-Borrower

Social Security Number

Beatriz Contreras (Seal)
BEATRIZ CONTRERAS
-Borrower

Social Security Number

[Space Below This Line For Acknowledgment] _____

STATE OF ILLINOIS, COOK County ss:

I, ANTHONY J. LAPAGLIA

a Notary Public in and for said county and state, certify that
GILDARDO CONTRERAS & BEATRIZ CONTRERAS, HIS WIFE,
personally known to me to be the same person(s) whose name(s) ARE,
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he / she,
signed and delivered the instrument as A free and voluntary act, for the uses and purposes therein
set forth.

Given under my hand and official seal, this 18TH day of SEPTEMBER, 1991

My Commission expires:
ANTHONY J. LAPAGLIA
Notary Public, State of Illinois
Cook County, Illinois
My Commission Expires Oct. 13, 1991

RAYMOND SEIFFERT
ST PAUL FEDERAL BANK FOR SAVINGS
6700 WEST NORTH AVE
CHICAGO, IL 60635

3997657
Submitted by _____
Address _____
Promised _____
Deliver certif. to _____
Address _____
3997657
Deliver duplicate to Trust _____
Deed to _____
Address _____
Notified _____
REPUBLIC TITLE & TRUST COMPANY
3997657
PRAIRIE TITLE
329 W. Chicago Avenue
Oak Park, IL 60302
(708) 524-3600

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IN DUPLICATE.