

UNOFFICIAL COPY

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2000-10-10 13:23:39  
Cook County Recorder 29.50



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When Recorded Return To: **369998**  
First American Title Insurance Co.  
3 First American Way  
Santa Ana, CA 92707  
Attn: Loan Modification Dept.

**SUBORDINATE  
MORTGAGE**

FHA Case No. 131-9316162-703

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on August 25, 2000. The Mortgagor is **Jose Paben**, a single person, whose address is 2211 North Kilbourn, Chicago, IL 60639 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development and its successors and assigns, whose address is U.S. Department of HUD, c/o Clayton National, 4 Corporate Dr., Shelton, CT 06484 ("Lender"). Borrower owes Lender the principal sum of **Eight Thousand, Two Hundred Forty and 00/100 Dollars (U.S. \$8,240.00)**. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on **August 1, 2028**. The Original Mortgage, dated **July 16, 1998** was recorded as **Document No. 98651937**, in the County Recorder of Cook County, Illinois, on **July 27, 1998**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced 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, warrant, grant and convey to the Lender the following described property located in Cook County, Illinois:

LOT 24 IN BLOCK 2 IN DICKEY AND BAKER'S SECOND NORTHWEST ADDITION, BEING A RESUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax ID #: 13-34-113-017

THIS INSTRUMENT FILED FOR RECORD BY  
FIRST AMERICAN TITLE INSURANCE COMPANY AS AN  
ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS  
TO ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE.

which has the address of **2211 North Kilbourn, Chicago, Illinois 60639** ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, 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."

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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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P-5  
5-  
M-7  
JHK

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

#### UNIFORM COVENANTS.

1. **Payment of Principal.** Borrower shall pay when due the principal of the debt evidenced by the Note.
2. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment 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.
3. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreement of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. 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 term of this Security Instrument or the Note without that Borrower's consent.
4. **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: U.S. Department of HUD, c/o Clayton National, 4 Corporate Dr., Shelton, CT 06484 or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
5. **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.
6. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

7. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. 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, 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 7 of the Subordinate Note, 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 or applicable law.

8. 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.

9. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

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

X *Trizell Pabon* (Seal) X *Jose Pabon*  
Witness Signature Just Pabon -Borrower

GRISELDA PABON  
Printed Name of Witness

X *Tony Ortiz* (Seal)  
Witness Signature

TONY ORTIZ  
Printed Name of Witness

STATE OF Illinois )  
) ss.  
COUNTY OF Cook )

On the 5th day of SEPTEMBER in the year 2000, before me, the undersigned, personally appeared Jose Pabon, personally known to me - OR - proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he / she / they executed the same in his / her / their capacity(ies), that by his / her / their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Chicago, State of Illinois.

*Miguel Muniz*  
Notary Public

MIGUEL MUNIZ



STATE OF Illinois Effective Date: August 25, 2000
Borrower(s): Jose Pabon
COUNTY OF Cook
Property Address: 2211 North Kilbourn
FMG Loan No 203135356 Chicago, IL 60639

COMPLIANCE AGREEMENT

The undersigned Borrower(s), in consideration of the Subordinate Note and Subordinate Mortgage or Deed of Trust offered by Fleet Mortgage Corp., its successors and/or assigns ("Lender") in the amount of \$8,240.00, in connection with reinstating the delinquent loan secured by a Deed of Trust/Mortgage dated July 16, 1998 agrees to fully cooperate with any reasonable requests made by Lender, or its agent, to correct typographical errors in the Promissory Note and Subordinate Mortgage or Deed of Trust enabling Lender to sell, convey, guarantee or obtain insurance for any investor or institution, including but not limited to, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Department of Veterans Affairs, or any municipal bonding authority, to ensure enforceability of the Promissory Note and Subordinate Mortgage or Deed of Trust. These requests may include, but are not limited to, all changes, corrections, re-execution or modification of any document related to such loan, as may be required.

The undersigned will comply with all requests within thirty (30) days from the date they are made by Lender or its agent. If Borrower(s) fails to meet its obligations, Borrower(s) acknowledge liability for all costs including, but not limited to, actual expenses, legal fees, court costs, and marketing expenses incurred by Lender to enforce its rights under the Promissory Note and Subordinate Mortgage or Deed of Trust.

Handwritten signature of Jose Pabon and printed name Jose Pabon Borrower.

STATE OF Illinois )
) ss.
COUNTY OF Cook )

On the 5TH day of SEPTEMBER in the year 2000, before me, the undersigned, personally appeared Jose Pabon, personally known to me - OR - proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he / she / they executed the same in his / her / their capacity(ies), that by his / her / their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of CHICAGO, State of Illinois.

Notary Public Miguel Muniz

Notary Public, State of Illinois
My Commission Expires May 30, 2002

5-30-2002
My Commission Expires

RECORD & RETURN TO: Fleet Mortgage Corporation, Fleet Counseling Services
Settlement/Quality Assurance
2210 Enterprise Drive, SC/FL/2577
Florence, SC 29501

GOVERNMENT CODE 27361.7

I CERTIFY UNDER THE PENALTY OF PERJURY THAT THE FOLLOWING PARAGRAPHS TO WHICH THIS STATEMENT IS ATTACHED READ AS FOLLOWS:

on the basis of satisfactory instrument and acknowledged to me that he signature(s) on the instrument, the individuals instrument, and that such individual made such appearance

DATED: September 21, 2000  
COUNTY OF ORANGE, STATE OF CALIFORNIA

FIRST AMERICAN TITLE

  
REBECCA FERNANDEZ

GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READ AS FOLLOWS:

NAME OF NOTARY: MIGUEL MUNIZ

DATE OF COMMISSION EXPIRES: MAY 30, 2002

COUNTY WHERE BOND IS FILED: COOK

COMMISSION NUMBER: N/A

MANUFACTURER/VENDOR NUMBER: N/A

PLACE OF EXECUTION: SANTA ANA, CA      DATE: September 21, 2000

SIGNATURE:   
REBECCA FERNANDEZ