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2511/0260 14 001 Page 1 of 12
2001-05-30 15:55:21
Cook County Recorder 43.50



RECORD AND RETURN TO:
CTX MORTGAGE COMPANY
P.O. Box 199113, FINAL DOCS
Dallas, TX 75219

Prepared by:

SHARON J. WILKINSON

01-06055
208409877

State of Illinois

MORTGAGE

FHA Case No.
137-1047766-703

MIN 100015902084098779

5/17/2001

THIS MORTGAGE ("Security Instrument") is given on
The Mortgagor is

ANTONIO CERVANTES AND
VERONICA CERVANTES HUSBAND AND WIFE

*fka Veronica Segura

AC

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as beneficiary. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

CTX MORTGAGE COMPANY
("Lender") is organized and existing under the laws of THE STATE OF NEVADA
has an address of 2828 NORTH HARWOOD
DALLAS, TX 75201-1516

. Borrower owes Lender the principal sum of
ONE HUNDRED FORTY EIGHT THOUSAND SIX HUNDRED FIFTY THREE & 00/100
Dollars (U.S. \$ 148,653.00).

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 6/01/2031 . 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

FHA Illinois Mortgage with MERS 4/96
VMP-4N(IL) (9802) Amended 2/98
Page 1 of 8 Initials: *AC*
VMP MORTGAGE FORMS - (800)521-729



170

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of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in
COOK
County, Illinois:

LOT 1 AND THE NORTH 8 FEET OF LOT 2 IN BLOCK 28 IN WHITE AND COLEMAN'S LAVERGNE SUBDIVISION OF LOTS 13 AND 28 OF CHEVIOT'S FIRST DIVISION IN THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID #: 16-32-137-057

which has the address of 3400 SOUTH AUSTIN BLVD [Street]
CICERO [City], Illinois 60804 [Zip Code] ("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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

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.

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, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

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

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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 abandoned Property. Borrower

Initials: *S.C.*
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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 the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. 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 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.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

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 (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), 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, hazard insurance 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 Note rate, and at the option of Lender, shall be immediately due and payable.

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

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

9. Grounds for Acceleration of Debt.

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

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

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

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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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A.C.

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13. 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 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.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision 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.

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

16. 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 Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "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 16, "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:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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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)].

- | | | |
|---|--|--|
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Growing Equity Rider | <input type="checkbox"/> Other [specify] |
| <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Graduated Payment Rider | |

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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.
Witnesses:

 _____ (Seal) -Borrower
 _____ (Seal) -Borrower
 _____ (Seal) -Borrower
 _____ (Seal) -Borrower
 _____ (Seal) -Borrower
 _____ (Seal) -Borrower

Antonio Cervantes
ANTONIO CERVANTES (Seal) -Borrower

Veronica Cervantes
VERONICA CERVANTES (Seal) -Borrower

STATE OF ILLINOIS

I, *Patricia Evans*

that

ANTONIO CERVANTES
VERONICA CERVANTES

DeWitt County ss:
a Notary Public in and for said county and state do hereby certify

_____, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **THEY HAVE** signed and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

My Commission Expires:

17 day of *May* 2001

Patricia Evans

Notary Public



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LAWYERS TITLE INSURANCE CORPORATION

10456733

ESCROW DISBURSEMENT AGREEMENT

CASE NUMBER: 01-06055

DATE: 05/17/01

TO: LAWYERS TITLE INSURANCE CORPORATION

1. The undersigned seller(s) and buyer(s) hereby direct you to make disbursements for the subject transaction, pursuant to the attached closing statement.
2. It is to be expressly understood that Lawyers Title Insurance Corporation in no way represents the buyer(s) or seller(s), they merely act solely for the lender in the disbursement of the mortgage proceeds.
3. The undersigned buyer(s) directs you to make such disbursements only when you are in a position to issue your ALTA owners and/or mortgage policy insuring the fee simple title of the buyer(s), subject only to:
 - A. General Real Estate taxes for the Years 2000 2001 2002.
 - B. The Schedule B, Section 2 exceptions.
 - C. The mortgage made by the buyer(s) as a part of this transaction.
4. Buyer(s) agrees to pay the closing fee for this service of \$125.00
5. Seller agrees to reimburse Lawyers Title Insurance Corporation for any additional fees required by the existing lender to obtain the release of the current mortgage (if any). It is understood that the fees will only be collected if the fee is incurred as a result of a conditional payoff letter or a delay in disbursement caused by requirements for the filing of documents under the Torrens system and not for negligence on the part of Lawyers Title Insurance Corporation.
6. Lawyers Title shall be under no duty to invest or reinvest any deposits at any time held by it. Further, Lawyers Title Insurance Corporation may commingle such deposits with other deposits any may use any part or all such funds for its own benefit without obligation to any party for interest or earnings derived thereby, if any.
7. I, the undersigned borrower(s) hereby authorize any escrow impounds to be applied towards any payoff shortage.

Seller

Seller

Future Address of Seller

Jessica Curran
Buyer

Antonio Curran
Buyer

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AFFIDAVIT IN LIEU OF SURVEY FOR EXTENDED COVERAGE OWNERS AND LOAN POLICIES

10456733

DATE:

5/17/01

CASE NO: 01-06055

THE UNDERSIGNED BEING FIRST DULY SWORN, DEPOSES AND SAYS:

THAT WE, BEING THE OWNERS OF RECORD AND SELLERS DESCRIBED IN THE ABOVE NUMBERED CASE, DID NOT RECEIVE ANY SURVEY AT THE TIME WE PURCHASED THE PROPERTY NOR HAVE WE SUBSEQUENTLY OBTAINED A SURVEY, OR IF WE DID RECEIVE A SURVEY WE ARE NOW UNABLE TO LOCATE IT. ALSO, WE HAVE BEEN ADVISED BY OUR LENDER THAT THEY DO NOT HAVE A SURVEY IN THEIR FILES. TO THE BEST OF OUR KNOWLEDGE, WE CERTIFY THAT THE IMPROVEMENTS (HOUSE, GARAGE, OUTBUILDINGS, ETC.) ON SUBJECT PROPERTY ARE WITHIN THE BOUNDARY LINES AND SET BACK LINES, IF ANY, OF SAID PROPERTY, AND THAT THERE ARE NO ENCROACHMENTS (FENCES, WALKWAYS, DRIVEWAYS, EAVES, DRAINS, ETC.) BY IMPROVEMENTS ON ADJOINING PROPERTY ONTO SUBJECT PROPERTY, AND THAT WE KNOW OF NO ASSERTION BEING MADE BY ANY ADJOINING PROPERTY OWNER NOR BY US AGAINST THEM AS TO THE LOCATION OF BOUNDARY LINES OR DISPUTES AS TO OCCUPANCY OF ANY PORTION OF OUR PROPERTY OR THEIR PROPERTY EXCEPT:

1.

2.

NONE

3.

4.

THIS AFFIDAVIT IS GIVEN TO LAWYERS TITLE INSURANCE CORPORATION AS AN INDUCEMENT TO ISSUE EXTENDED COVERAGE ON THE OWNERS AND LOAN POLICIES OVER QUESTIONS OF SURVEY, ENCROACHMENTS, AND EASEMENTS NOT SHOWN OF RECORD.

SUBSCRIBED AND SWORN TO
BEFORE ME THIS
DAY OF

17
May 2001
Patricia S. Evans
NOTARY PUBLIC



Patricia S. Evans
Antonio Cervantes

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LAWYERS TITLE INSURANCE CORPORATION

PAYOFF LETTER INDEMNIFICATION AGREEMENT

10456733

Commitment/File # 01-06055

Loan #

Mortgage Document #

Forwarding Address of Seller/Borrower: _____

New Telephone Number of Seller/Borrower: _____

Whereas, Lawyers Title Insurance Corporation (hereinafter referred to as Company) is obligated to issue its Owners and/or Loan Policies free and clear of the above-referenced mortgage; and

Whereas, the undersigned does not wish to establish an indemnity fund to indemnify the Company in the event of a request for additional funds by their lender/servicer.

Therefore, the undersigned, in order to induce the Company to issue its Policies and disburse all escrow proceeds agree as follows:

1. To immediately and unconditionally, upon notification (whether written or oral), deposit with the Company any additional funds demanded by the lender/servicer to satisfy and release the lien of the above referenced mortgage.
2. To reimburse the Company for any funds advanced to satisfy and release the lien of the above referenced mortgage in the event of a failure to comply with Paragraph 1 in a timely manner.
3. To pay damages, court costs, attorney's fees and expenses incurred by the Company in enforcing this agreement and obtaining the release deed from the mortgagee of record.
4. That the terms of this agreement supercede any escrow, contracted or Title Commitment/Policy duties owed by the Company to the undersigned, but only to the extent that those are inconsistent or contradictory.

The Company specifically reaffirms its duty to present payment to the lender/servicer in accordance with the terms of the payoff letter, in a timely manner and consistent with normal escrow practices.

Any attorney signing this agreement on behalf of his clients, represents and warrants that he does so pursuant to authority given by his clients.

IN WITNESS WHEREOF, the parties have executed this agreement this 17 day of May, 2021

Stevie C. ...
Antonio ...

Accepted: Lawyers Title Insurance Corporation

By: *Stevie C. ...*

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LAWYERS TITLE INSURANCE CORPORATION
ALTA POLICY STATEMENT

CASE NUMBER: 01-06055

The undersigned hereby certifies with respect to the land described in the above commitment:

1. That to the best knowledge and belief of the undersigned:
- a) no contracts have been entered into in the past six months for the furnishing of any labor, services or material to the land or the improvements thereon, that have been given or are outstanding and that have not been fully performed and paid for.
 - b) there are no goods or chattels that have attached or are to become attached to the land or any improvements thereon as fixtures that are subject to any lease or security agreement,
 - c) there are no unrecorded contracts to purchase, leases or options to purchase,
 - d) there are no unrecorded easement or other servitudes to which the land or improvements are subject
 - e) there are no building Managers entitled to a lien.

Except as follows:

- None -

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2. That all Broker fees for the sale, lease, and mortgage if any, are paid in full except the following:

- None -

3. That there are not present violations of any covenants conditions or restrictions, except as follows:

- None -

4. That in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy to be issued pursuant to the above commitment, the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage, the obligation it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the holder or holders, from time to time of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchasers or pledgees thereof against any defenses thereto by the mortgage or mortgagor's heirs, personal representative or assigns.

The undersigned makes the above statement for the purpose of inducing Lawyers Title Insurance Corporation to issue its policy or policies pursuant to the above commitment

Dated

5/17/01

Sellers/Owners/Lessor

Purchaser/Mortgagor/Lessee

[Signature] (Seal)
[Signature] (Seal)

_____(Seal)
_____(Seal)

Lenders Disbursement Statement

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant to the above commitment were fully disbursed to or on the order of the mortgagor on _____; and to the best knowledge and belief of the undersigned, the proceeds are not to be used to finance the making of the future improvements or repairs on the land. You are hereby authorized to date down the above commitment to cover the date of said disbursement.

Dated

5/17/01

Signature

[Signature]