

UNOFFICIAL COPY

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PREPARED BY & RETURN TO:

MORTGAGE CLEARING CORPORATION
POST OFFICE BOX 702100
TULSA, OKLAHOMA 74170

LOAN NUMBER: 19747 FHA NUMBER: 131-9688377-734

SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("SECURITY INSTRUMENT") IS GIVEN ON JANUARY 3, 2002. THE MORTGAGOR/S IS/ARE DEBRA Y QUIROZ, A SINGLE PERSON, WHOSE ADDRESS IS 7255 WHITE ASH DRIVE, JUSTICE, ILLINOIS 60458 ("BORROWER"). THIS SECURITY INSTRUMENT IS GIVEN TO THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WHOSE ADDRESS IS U.S. DEPARTMENT OF HUD, C/O CLAYTON NATIONAL, 4 CORPORATE DRIVE, SHELTON, CT 06484 ("LENDER"). BORROWER OWES LENDER THE PRINCIPAL SUM OF SIX THOUSAND ELEVEN AND 07/100 DOLLARS (U.S. \$ 6,011.07). 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 APRIL 1, 2029. 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 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, WARRANT, GRANT AND CONVEY TO THE LENDER WITH POWER OF SALE THE FOLLOWING DESCRIBED PROPERTY LOCATED IN COOK COUNTY, ILLINOIS.

REFER TO LEGAL DESCRIPTION ATTACHED
PIN#: 18-26-102--043-0000

WHICH HAS THE ADDRESS OF 7255 WHITE ASH DRIVE, JUSTICE, ILLINOIS 60458.

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.

THIS SECURITY INSTRUMENT COMBINES UNIFORM COVENANTS FOR NATIONAL USE AND NONUNIFORM COVENANTS WITH LIMITED VARIATIONS BY JURISDICTION TO CONSTITUTE A UNIFORM SECURITY INSTRUMENT COVERING REAL PROPERTY.

BORROWER AND LENDER COVENANT AGREE AS FOLLOWS:

S-yes
P-to
2-to
m-also
CB

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; COSIGNERS. THE COVENANTS AND AGREEMENTS 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 COSIGNS THIS SECURITY INSTRUMENT BUT DOES NOT EXECUTE THE NOTE: (A) IS COSIGNING 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: US DEPARTMENT OF HUD, C/O CLAYTON NATIONAL, 4 CORPORATE DRIVE, 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.

[THE FOLLOWING LANGUAGE IS MANDATORY IN ALL CASES.] IF THE LENDER'S INTEREST IN THIS SECURITY INSTRUMENT IS HELD BY THE SECRETARY AND THE SECRETARY REQUIRES IMMEDIATE PAYMENT IN FULL UNDER THE 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 USC 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.

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.


DEBRA Y QUIROZ

STATE OF)
)SS
COUNTY OF)

OK-AZ-TX-NM

THIS INSTRUMENT ACKNOWLEDGED BEFORE ME ON _____ BY _____

MY COMMISSION EXPIRES _____
NOTARY PUBLIC

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)



I, JANET S. MERCHANTZ, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT DEBRA Y QUIROZ, 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 DEBRA Y QUIROZ SIGNED AND DELIVERED THE SAID INSTRUMENT AS HER FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 8 DAY OF JANUARY 2002.

MY COMMISSION EXPIRES: 9-25-2004
Janet S. Merchantz
NOTARY PUBLIC

STATE OF CALIFORNIA)
)SS
COUNTY OF)

ON _____ BEFORE ME, _____ PERSONALLY APPEARED PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON (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 AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURES ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

MY COMMISSION EXPIRES _____
WITNESS MY HAND AND OFFICIAL SEAL SIGNATURE _____
NOTARY PUBLIC

COMMONWEALTH OF MASSACHUSETTS, COUNTY SS:
ON THIS _____ DAY OF _____, 200____ BEFORE ME PERSONALLY APPEARED _____, KNOWN TO BE THE PERSON(S) DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT HE/SHE/THEY EXECUTED THE SAME AS HIS/HER/THEIR FREE ACT AND DEED.

MY COMMISSION EXPIRES _____
NOTARY PUBLIC

UNIT 7255 LOT 59 IN THE ARBORS OF JUSTICE CONDIMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN LOTS IN THE ARBORS OF JUSTICE UNIT NO. 1 SUBDIVISION OF PART OF THE NORTHWEST ¼ AND PART OF THE NORTHEAST ¼ OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDIMINIUM RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER AS DOCUMENT NUMBER 96-689-105, AS MAY BE AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION OF CONDOMINIUM.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, AND RESERVATIONS CONTAINED IN SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN/

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