

UNOFFICIAL COPY

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2002-04-18 09:21:56
Cook County Recorder 31.50



After Recording Return
This Instrument to
Kokoszka & Janczar, P.C.
Jodi Love
7240 Argus Drive
Rockford, IL 61107
#131-890819
K&J 8629

81686



DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
FHA OFFICER AND TEACHER NEXT DOOR SALES PROGRAMS

SECOND MORTGAGE

\$49950.00

February 28, 2002

404 Marquette Avenue, Calumet City, IL 60409
(Property Address)

6
aw

STEWART TITLE OF ILLINOIS
12 N. LA SALLE STREET
SUITE 1920
CHICAGO, IL 60602

This Second Mortgage ("Security Instrument") is given on February 28, 2002. The Mortgagor(s) is/are Fay E. Flemister, whose address is 6138 South Laflin, Chicago, IL 60637 ("Borrower"). This Security Instrument is given to the U.S. Department of Housing and Urban Development, which is organized and existing under the laws of the United States, and whose address is 40 Marietta Street, Atlanta, Georgia 30303 ("Lender"). Borrower owes Lender the principal sum of Forty-Nine Thousand, Nine Hundred, Fifty Dollars (U.S. \$49950.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the circumstances under which the principal sum will become due and payable.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note and in accordance with the terms of the Note, and (b) the performance of Borrower's promises and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the

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Lender, the following described property located in the County of Cook, State of Illinois: which has the address of 404 Marquette Avenue, Calumet City, IL 60409; which is legally described as follows:

(See Attached Legal Description)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 PROMISES 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 AGREEMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest. Borrower shall pay, when due and payable, the principal sum of the debt evidenced by the Note according to the terms of the Note.

2. Occupancy. Borrower shall own and occupy, establish and use the Property as Borrower's sole residence and shall continue to occupy the Property as Borrower's sole residence for at least three years after the first day of occupancy, which shall commence no later than, and be calculated from, **March 30, 2002** and ending **February 28, 2005**.

3. Fees. Lender may collect fees and charges authorized by the Note.

4. Grounds for Acceleration of Debt. Lender may require immediate payment in full of all sums secured by this Security Instrument as evidenced by the Note after any default by the Borrower occurs as described in paragraph 5 of the Note.

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

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5. 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 the 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 nonexistence 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 4, 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 5 or applicable law.

6. 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.

7. Waiver of Homestead. Borrower waives all right of homestead exemption in the property.

8. Joint and Several Liability; Co-Signers. Borrower's promises and agreements shall be joint and several. Any law enforcement officer or teacher who co-signs this Security Instrument is a Borrower under this Security Instrument and is fully and personally obligated to keep all promises and agreements made in this Security Instrument. Any law enforcement officer or teacher who co-signs the Note is fully and personally obligated to keep all promises and agreements made in this Security Instrument and the Note.

Any Borrower, who is not a law enforcement officer or teacher, is not obligated to co-sign the Note and is not obligated to live in the Property as his or her sole residence for three years.

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Any Borrower, who is not a law enforcement officer or teacher and who co-signs this Security Instrument, but does not execute the Note is: (a) 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) not personally obligated to pay the sums secured by the Security Instrument as evidenced by the Note; (c) not obligated to live in the Property as his or her sole residence for three years; and (d) agrees that Lender and any other Borrower may agree to make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

9. Notices. Any notice that must be given to Borrower under this Security Instrument will be given by delivering it or by mailing it by first class mail to Borrower at the Property address above, or at a different address, if Borrower gives the Lender a written notice of a different address, in the case of Borrower's default.

Any notice that may be given to the Lender under this Security Instrument will be given by mailing it first class mail to the Lender at the address stated above or at a different address, if Borrower is given notice of that different address.

10. Governing Law; Severability. This Security Instrument shall be governed by Federal Law. 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.

11. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms of this Security Instrument.

Witnesses:

Borrowers:

Jay E. Henista

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STATE OF ILLINOIS

County as:

I, The Undersigned, a Notary Public in and for said county and state, do hereby certify that FAY E. FLEMISTER, personally known to me to be the same person(s) whose name(s) _____ is subscribed to the

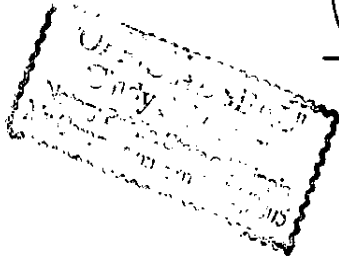
foregoing instrument, appeared before me this day in person, and acknowledged that

S he 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 28th day of

FEB, 2000.

My Commission expires: _____



Candy S. Meyer
Notary Public

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LEGAL DESCRIPTION

EXHIBIT "A"

File No.: 198918

Lot 20 in Block 7 in Ford Homes, being a subdivision of part of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 7, Township 36 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

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