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2000-05-15 09:32:06
Cook County Recorder 35.50

RETURN TO:

NATIONAL CITY MORTGAGE CO
P.O. Box 8800
Dayton, OH 45401-8800Prepared by: Maria Taylor
National City Mortgage Co dba
3800 W 26TH ST 2ND FLOOR
CHICAGO, IL 60623

0000020030

State of Illinois

MORTGAGE

FHA Case No.

137-0412157- 703

P.N.T.N.

THIS MORTGAGE ("Security Instrument") is given on April 28, 2000
The Mortgagor is

CIRILO CARRILLO Married

("Borrower"). This Security Instrument is given to
National City Mortgage Co dba
Commonwealth United Mortgage Companywhich is organized and existing under the laws of The State of Ohio, and
whose address is 3232 Newmark Drive, Miamisburg, OH 45342

("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED TWENTY FOUR THOUSAND ONE HUNDRED THIRTY ONE & 00/100

Dollars (U.S. \$ 124,131.00).

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 May 12030 . 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 - 4/96

VMP-4R(IL) (9608)

VMP MORTGAGE FORMS - (800)521-7291

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Initials: CC



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

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

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest

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 variations by jurisdiction to constitute a uniform security instrument covering real 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, encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any

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."

Parcel ID #: 16 26 121 032
which has the address of 222 S HOMAN, CHICAGO [Zip Code] ("Property Address");
[Street, City], Illinois

LOT 10 IN GEDDES SUBDIVISION OF LOTS 1 TO 50 IN BLOCK 1 AND LOTS
1 TO 50 IN BLOCK 2 IN THE SUBDIVISION OF BLOCK 10 IN STEEL'S
SUBDIVISION OF THE SOUTH EAST 1/4 OF THE EAST 1/2 OF THE SOUTH
WEST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Cook
County, Illinois
of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender the following described property located in

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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.

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the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(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 this Security Instrument.

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in prior to or on the due date of the next monthly payment, or

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument

(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:

9. Grounds for Acceleration of Debt.

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

Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice. a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) and at the option of Lender, shall be immediately due and payable

secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate. Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other payments.

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

over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby 6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with unless Lender agrees to the merger in writing.

Provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the information or statements to Lender (or failed to provide Lender with any material information) in connection with the Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate

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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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Instrument or the Note without that Borrower's consent. Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument; grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the 12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or adversely affect the priority of the lien created by this Security Instrument.

proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining its option, require immediate payment in full of all sums secured by this Security Instrument. A written be eligible for insurance under the National Housing Act within 60 days from the date hereof. Lender may, at (e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to Secretary.

This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but with the requirements of the Secretary.

(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 otherwise transferred (other than by devise or descent), and (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or

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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)].

☐ Condominium Rider
☐ Planned Unit Development Rider

☐ Growing Equity Rider
☐ Graduated Payment Rider

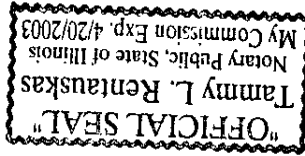
☐ Other [specify]

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Notary Public, State of Illinois
My Commission Exp. 4/20/2003



Notary Public

My Commission Expires:

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
signed and delivered the said instrument as
set forth.
Given under my hand and official seal, this
day of April 2003

Cirilo Carrillo & Maria Reyes

STATE OF ILLINOIS, I, Tammy L. Rentauskas, a Notary Public in and for said county and state do hereby certify that

County ss: Will

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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:

Cirilo Carrillo
Maria Reyes
Witnesses