Return To-

NATIONAL CITY MORTGAGE CO. P.O. BOX 809068 DALLAS, TX 75380-9068

Prepared By:

ZAKKIÝYA GOODWIN



Doc#: 0335247221

Eugene "Gene" Moore Fee: \$42.00 Cook County Recorder of Deeds

Date: 12/18/2003 12:12 PM Pg: 1 of 10

State of Illinois

MORTGAGE

FHA Case No.

1372782587 - 703

0002927719

THIS MORTGAGE ("Security Instrument") is given on December 12, 2003 The Mortgagor is

ERIC TROUPE Husband and Wife (Non Furchasing Spouse) YOLONDA MCDOWELL OUNTY CLOTT'S

("Borrower"). This Security Instrument is given to LEGACY MORTGAGE CORP

which is organized and existing under the laws of THE STATE OF ILLINOIS whose address is 12800 S RIDGELAND AVE, PALOS HEIGHTS IL 60463

, and

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

EIGHTY ONE THOUSAND SEVEN HUNDRED SEVEN & 00/100

Dollars (U.S. \$

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 January 1

. 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

4R(IL) (0305)

VMP Mortgage Solutions (800)521-7291

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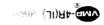


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or disbursoments before the Borrower's payments are available in the account may not be based on amounts due for the from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements of 1974, 12 if S.C. Section 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended measurant 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

be sums paid to Lender are called "Escrow Funds."

determined by the Secretary. Except for the monthly charge by the Secretary, these tiems are called Escrow Items" and of a mortgage insurance premum 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 Londer to the Secretary, or (ii) a monthly charge instead would have been required if Lender still held the Security Instrument, each monthly payment, small also 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 Lencer must pay a mortgage insurance association of greated of the levied against the Property, (b) leasehold payments of ground rems on the Property, and (c) togother 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, Borr was shall include in each monthly payment, on, the debt evidenced by the Note and late charges due under the Note

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

HAILOBW COMEAVALE

Borrower and Lender coveriant and agree as follows:

timited variations by jearsdiction to constitute a uniform, con ity instrument covering real property.

THIS SECTIBITY INSTRUMENT combines unform covenants for national use and non-uniform covenants with sucompliances of recent

Bottower warrants and will defend generally too trie to the Property against all claims and demands, subject to any mortgage, grant and convey the Property and dru the Property is unencumbered, except for encumbrances of record.

BORROWER COVENAUTS that Borrywer is lawfully seized of the estate hereby conveyed and has the right to by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

appurenances and fixures now or hereafter a part of the property. All replacements and additions shall also be covered LOCETHER WITH an the improvements now or hereafter erected on the property, and all easements,

92109 ROOT Hunons [Zip Code] ("Property Address");

HARVET

pans

which has the address of Crand Aine Ave Parcel ID Number: 22-27-323-003-0000

COOK

County, Hunots: hereby morigage, grant and convey to the Lender the following described property located in of Borrower's covernants and agreements under this Security Instrument and the Note. For this purpose, Borrower does

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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, we 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 premium, 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 Har rd 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 ield 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 in mediate 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 cutstanding 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 p ss 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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this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Carn-St. Germain Depository Institutions Act of 1982, 12 U.S.C.1701j-3(d)) and with the prior approval of the Carn-St. Germain Depository Institutions Act of 1982, 12 U.S.C.1701j-3(d)) and with the prior approval of the Carn-St. Germain Depository Institutions Act of 1982, 12 U.S.C.1701j-3(d)) and with the prior approval of the Carn-St. Germain Depository Institutions Act of 1982, 12 U.S.C.1701j-3(d)) and with the prior approval of the Carn-St. Germain Depository Institutions Act of 1982, 12 U.S.C.1701j-3(d)) and with the prior approval of the Carn-St. Germain Depository Institutions Act of 1982, 12 U.S.C.1701j-3(d)) and with the prior approach of the Carn-St. Germain Depository Institutions Act of 1982, 12 U.S.C.1701j-3(d)) and with the prior approach of the Carn-St. Germain Depository Institutions Act of 1982, 12 U.S.C.1701j-3(d)) and with the prior approach of the Carn-St. Germain Depository Institutions Act of 1982, 12 U.S.C.1701j-3(d)) and with the prior approach of the Carn-St. Germain Depository Institutions Act of 1982, 12 U.S.C.1701j-3(d)) and with the prior approach of the Carn-St. Germain Depository Institution (Institution of Institution of I

- prior to or on the due date of the next monthly payment, or (h) Rotrower defaults by failing, for a period of thury days, to perform any other obligations contained in
- defaults, require immediate payment in full of all sums secured by this Security Instrument of Borrower defaults by failing to pay in full any monthly payment required by the Security Instrument
- 9. Grounds for Acceleration of Debt.

 (a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment

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

Borrower shall satisfy the fier or take one or more of the actions self orth above within 10 days of the giving of notice.

and at the option of Lender, shall be immediately due and payably.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a)

in the Property, including payment of taxes, bazard incurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall be at interest from the date of disbursement, at the Note rate,

coverants and agreements contained in this Scentity Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankrupicy, 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 regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights

If Borrower fails to make these pays tents or the payments required by paragraph 2, or fails to perform any other

Tharges to Corrower and Protection of Lender's Rights in the Property. Borrower shall pay all governments or numicipal harges, fines and impositions that are not included in paragraph 2. Borrower shall pay those obligations on time directly up to 2 emity 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

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. It is to any definduent amounts applied in the order provided in paragraph 3, and then to prepayment. It is to any definduent amounts applied in the order provided in paragraph 3, and then to prepayment. In a paragraph 3, and then to precede to the principal shall not extend or postpone the date of the monthly payment. Any application of the proceeds to the principal shall not extend or postpone the date of the monthly payment. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to

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

Borrower shall also be in details at Borrower, during the loan application process, gave materially take or inaccurate information or statements to Lender for tailed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not lumited to, representations concerning Borrower's occupancy of the Property as a periodic force including with the Property as a periodic force into shall comply with the proversions of the least-hold and fee title shall not be merged proversions of the least-hold and fee title shall not be merged

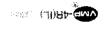
- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee 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) Mcrtgage 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.
- 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 i 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 covenaries and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borlower, 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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assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full. application of rents shall not cure or waive any default or invalidate any other right or rentedy of Lender This breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of prevent tender from exercising its rights under this paragraph !?

Borrower has not executed any prior assignment of the rents and has not and will not periorm any act that would and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

emittled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due trusted for benefit of Lender only, to be applied to the sums secured by the Security Instantent; (b) Lender shall be It lander gives notice of breach to Borrower: (a) all rents received by Borrower as absolute assignment and not an assignment for additional security only.

and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an Borrower's breach of any covenant or agreement in the Security instrument. Somewer shall collect and receive all rents tenant of the Property to pay the rents to Lender or Lender's agents. Lowever, prior to Lender's notice to Borrower of the Property. Borrower authorizes Lender or Lender's agents to collect me rents and revenues and hereby directs each 17. Assignment of Rents. Borrower unconditionally assigns and ransfers to Lender all the rents and revenues of

AON-CARLORM COVENANTS. Borrower and Lender further coverant and agree as follows:

jurisdiction where the Property is located that relate to he ithi, safety or environmental protection. radioactive materials. As used in this paragraph 10. Environmental Law" means federal laws and laws of the products, toxic pesticides and herbicides, volatife solvents, materials containing asbestos or formaldehyde, and substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum

As used in this paragraph 16. "Hazardous Substances" are those substances defined as toxic or hazardous necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law regulatory authority, that any removel or other remediation of any Hazardous Substances affecting the Property is Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or

any governmental of regulators, and private party involving the Property and any Hazardous Substance of Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by repropriete to normal residential uses and to maintenance of the Property.

use, or storage on the Proporty of small quantities of Hazardous Substances that are generally recognized to be the Property that is a violation of any Environmental Law. The preceding two sentences shall not apply to the presence, any Hazardous Surstraces on or in the Property. Borrower shall not do, not allow anyone else to do, anything affecting

16. Hazerdors Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of 15. Bord words Copy, Borrower shall be given one conformed copy of the Note and of this Security Instrument.

colderaves ed of bared le de severable. which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and

Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note purisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the 14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the adergened sidt in bobiverq

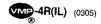
provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as trea class ment to notice to address stated herein or any address Londer designates by notice to Borrower. Any notice Property Address or any other address Borrower designates by notice to Lender Any notice to Lender shall be given by mailing a by first class mad unless applicable law requires use of another method. The notice shall be directed to the 13. Notices. Any nonce to Borrower provided for in this Security instrument shall be given by delivering it or by

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. Perce e. 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 Bornestead. Borrower waives all right of homestead exemption in the Property.

with this Security Instrument, the covenants and agreements and agreements and Instrument. [Check applicable box(es)]. Condominium Rider Planned Unit Development Rider	allls OI each such rider shall be in	ed by Borrower and recorded together corporated into and shall amend and e rider(s) were a part of this Security Other [specify]
	County	7
		SOME CO



Initials:

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

Witnesses:

and the second seco	ERIC TROUPE (Seal) Borrower
	YOLONDA MCDOWELL IS SIGNING FOR THE SOLE PURPOSE OF WATVING HOMESTEAD RIGHTS
(Seal)	(Seal)
Romawes	-Borrower
/5,ai)	(Seal)
Bornawer	Borrower
6.10	(Seal)
-Borrower	Rarrando

Prepared by: ZAKKIYYA GOODWIN LEGACY MORTGAGE CORP 12800 S RIDGELAND AVE PALOS HEIGHTS, IL 60463



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STATE OF ILLINOIS,
I, Lac undersyme County ss: , a Notary Public in and for said county and state do hereby certify Eric Troupe married to Yolanda Mc Dowell and Ydonda Mcnowell his wife , 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 he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth. Given under ray hand and official seal, this December 2003 day of My Commission Expires: Clary's Office

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ORDER NO.: 1301 - 004331141 ESCROW NO.: 1301 - 004331141

STREET ADDRESS: 15707 SOUTH VINE

CITY: HARVEY ZI

ZIP CODE: 60426

TAX NUMBER: 29-17-313-003-0000

COUNTY: COOK

LEGAL DESCRIPTION:

LOT 45 IN BLOCK 103 IN HARVEY, A SUBDIVISION OF THAT PART OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14, LYING WEST OF THE ILLINOIS CENTRAL RAILROAD, TOGETHER WITH BLOCKS 53, 54 AND 55, 62 TO 66, 68 TO 84 AND THAT PART OF BLOCK 67 LYING SOUTH OF THE CHICAGO AND GRAND TRUNK RAILROAD, ALL OF SOUTH LAWN, A SUBDIVISION OF SECTION 17, AND THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

K.T.