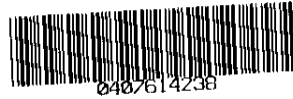


UNOFFICIAL COPY

Return To:

NATIONAL CITY MORTGAGE CO
P.O. Box 8800
Dayton, OH 45401-8800



Prepared By:
DEBBIE ROBERTS

Doc#: 0407614238
Eugene "Gene" Moore Fee: \$42.00
Cook County Recorder of Deeds
Date: 03/16/2004 02:29 PM Pg: 1 of 10

366440 3/3

State of Illinois

MORTGAGE

FHA Case No.

1372881670- 703

0003076208

THIS MORTGAGE ("Security Instrument") is given on **March 8, 2004**
The Mortgagor is

JOEL LUNA and CAROL LUNA Husband and Wife

("Borrower"). This Security Instrument is given to
**National City Mortgage Co dba
Commonwealth United Mortgage Company**

which 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
TWO HUNDRED SIXTEEN THOUSAND SIX HUNDRED & 00/100
Dollars (U.S. \$ **216,600.00**).

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 **April 1**

2034. 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) (0305)

VMP Mortgage Solutions (800)521-7291

Page 1 of 9

Initials:

JOEL C.L.

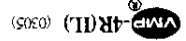


REC'D TITLE OF ILLINOIS
2 NORTH LAKE STREET, SUITE 1002
CHICAGO, IL 60614
2004 MAR 16 02:29 PM

9

UNOFFICIAL COPY

Initials: *RL*



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.

the sums paid to Lender are called "Escrow Funds." Except for the monthly charge by the Secretary, these items are called "Escrow Items" and determined by the Secretary. Lender shall hold the Security Instrument if this Security Instrument is held by the Secretary, in a reasonable amount to be of a mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead a sum for the annual mortgage insurance premium, each monthly payment shall also include either: (1) would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (1) 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 on, the debt evidenced by the Note and late charges due under the Note.

UNIFORM COVENANTS.

Borrower and Lender covenant and agree as follows:

limited variations by jurisdiction to constitute a uniform security instrument covering real property. THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with encumbrances of record.

Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. BORROWER COVENANTS that Borrower 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."

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 Number: [Street]

CICERO
4917 W 28TH ST
[City], Illinois 60804
[Zip Code] ("Property Address");

SEE ATTACHED LEGAL

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 Cook County, Illinois:

UNOFFICIAL COPY

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.

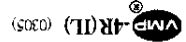
In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. 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.

UNOFFICIAL COPY

Initials
[Handwritten initials]



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

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

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:

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.

Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

UNOFFICIAL COPY

(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 an 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.

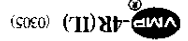
10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, 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.

UNOFFICIAL COPY

[Handwritten signature]
Initials: *[Handwritten initials]*



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 remedy 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 Lender from exercising its rights under this paragraph 17.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would and unpaid to Lender or Lender's agent on Lender's written demand to the tenant. entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held 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, Borrower shall collect and receive all rents of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each 17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

jurisdiction where the Property is located that relate to health, safety or environmental protection. radioactive materials. As used in this paragraph 16 "Environmental Law" means federal laws and laws of the products, toxic pesticides and herbicides, volatile 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 removal 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 or regulatory agency or private party involving the Property and any Hazardous Substance or Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by appropriate to normal residential uses and to maintenance of the Property.

use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting 16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of 15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

the Note are declared to be 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 jurisdiction 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 provided in this paragraph.

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

UNOFFICIAL COPY

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 | |

UNOFFICIAL COPY



Prepared by:
DEBBIE ROBERTS
National City Mortgage Co dba
5606 W CERMAK
CICERO, IL 60804

Property of Cook County Clerk's Office

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

⊗ Carol Luna
CAROL LUNA

(Seal) -Borrower

⊗ Joel Luna
JOEL LUNA

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:

UNOFFICIAL COPY

STATE OF ILLINOIS,

County ss: Cook

I, Diane Marie Acton

, a Notary Public in and for said county and state do hereby certify

that

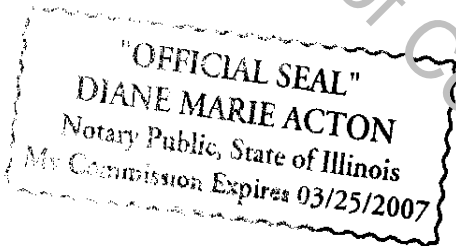
Joel Luna and Carol Luna

, 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 my hand and official seal, this 8th day of March, 2004.

My Commission Expires:

Diane Marie Acton
Notary Public



Property of Cook County Clerk's Office

UNOFFICIAL COPY

Exhibit A

Property Address: 4917 West 28th Street, Cicero, IL 60804
Permanent Index Number (PIN): 16-28-411-007-0000 Vol. 44

Lot 9 in Block 2 in H.W. Fischer's Addition to Morton Park, being a subdivision of part of the southeast $\frac{1}{4}$ of Section 28, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office