

# UNOFFICIAL COPY



Doc#: 0410329112  
Eugene "Gene" Moore Fee: \$32.00  
Cook County Recorder of Deeds  
Date: 04/12/2004 10:22 AM Pg: 1 of 5

After Recording Return  
This Instrument to  
Kokoszka & Janusz, P.C.  
Jodi Love  
190 Buckley  
Rockford, IL 61107  
#137-042194

*Kj 16754/39 Ball*

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

**SECOND MORTGAGE**

\$77,500.00

March 31, 2004

1734 N Karlov Ave, Chicago, IL 60639

This Second Mortgage ("Security Instrument") is given on March 31, 2004. The Mortgagor(s) is/are Davoud Chitsaztehrani, whose address is 7619 W Argyle, Chicago, IL 60656 ("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 Seventy-seven Thousand Five Hundred Dollars (U.S. \$77,500.00). 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 Lender, the following described property located in the County of Cook, State of Illinois:

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which has the address of 1734 N Karlov Ave, Chicago, IL 60639; 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, April 30, 2004 [insert 30 days after the date of execution of Security Instrument/Note for homes requiring no repairs; 90 days after the date of execution of Security Instrument/Note for homes requiring minor repairs; and 180 days after the execution of Security Instrument/Note for homes requiring extensive repairs] and ending March 31, 2007 insert date 3 years from commencement date Security Instrument/Note].

**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

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default by the Borrower occurs as described in paragraph 5 of the Note.

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

**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.

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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.

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:

*David C. [Signature]*  
\_\_\_\_\_

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**LOT 39 IN BLOCK 22 IN GARFIELD, A SUBDIVISION OF THE SOUTHEAST ¼  
(EXCEPT THE WEST 307 FEET OF NORTH 631.75/100 FEET OF THE WEST 333  
FEET OF THE SOUTH 1295 FEET THEREOF) OF SECTION 34, TOWNSHIP 40  
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.**

**P.I.N. #13-34-420-027-0000**

**C/K/A 1734 NORTH KARLOV AVENUE, CHICAGO, IL 60639**

Property of Cook County Clerk's Office