

# UNOFFICIAL COPY

FHA Illinois Mortgage - 4/96  
ILFMM1 - 02282003

Page 1 of 7

www.MortgageBankingSystems.com  
Amended 12/97

Initials: *LLM*  
*LLM*

SEE ATTACHED LEGAL

County, Illinois:

assigns) and to the successors and assigns of MERS the following described property located in COOK

Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and

performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose,

other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the

evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all

This Security Instrument secures to Lender: (a) the repayment of the debt

May 1st, 2034

instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on

(U.S. \$ 142,975.00). This debt is evidenced by Borrower's note dated the same date as this Security

Forty Two Thousand Nine Hundred Seventy Five and no/100 - - - - - Dollars

Borrower owes Lender the principal sum of One Hundred

VIRGINIA 20191

, and has an address of 1800 ROBERT FULTON DRIVE, STE 350, RESTON,

("Lender") is organized and existing under the laws of the state of Virginia

2026, tel. (888) 679-MERS. ACCESS NATIONAL MORTGAGE

and existing under the laws of Delaware, and has an address and telephone number of PO Box 2026, Flint, MI 48501-

nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as beneficiary. MERS is organized

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as

THIS MORTGAGE ("Security Instrument") is given on April 8th, 2004 . The Mortgagor is ESTELA JIMENEZ and LLENI MARTINEZ

MIN 100051100403050184  
Loan ID # 040305018

FHA Case No. 137-2890252-703

## MORTGAGE

[Space Above This Line For Recording Data]

State of Illinois


RECORD AND RETURN TO  
ACCESS NATIONAL MORTGAGE  
1800 ROBERT FULTON DRIVE, STE 350  
RESTON, VIRGINIA 20191

*Prepared by and*

Doc#: 0501926123  
Eugene "Gene" Moore Fee: \$38.00  
Cook County Recorder of Deeds  
Date: 01/19/2005 02:33 PM Pg: 1 of 8



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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

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.

or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium. from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated 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 "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

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

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.

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

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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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.

Instrument, and to take any action required of Lender including, but not limited to, releasing or canceling this Security Property; to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the

but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument;

by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered

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

Illinois 60629 ("Property Address"); [Street]

which has the address of 6043 S. ARTESIAN AVENUE, CHICAGO [City]

Parcel Identification Number: 19-13-415-014 Loan ID # 040305018





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Initials:             
            
            
          

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.

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 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.

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

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 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.

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.

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 provide foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

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.

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Initials: X L M  
J B J

- Condominium Rider
- Planned Unit Development Rider
- Growing Equity Rider
- Graduated Payment Rider
- Other [specify]

Instrument. [Check applicable box(es)]  
 supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and

**21. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together

**20. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.  
 Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**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.  
 this paragraph 18 or applicable law.  
 Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under 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. immediate payment in full under paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in this paragraph 18 or applicable law.

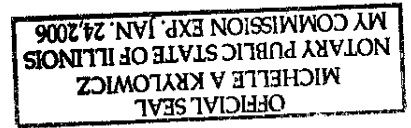
If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires and costs of title evidence.  
 in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.  
**18. Foreclosure Procedure.** 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.

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 absolute assignment and not an assignment for additional security only.  
 Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all 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.

**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.  
 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:

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Notary Public  
(Sign & Print Name)

*Michelle Krylowicz*

My Commission Expires: *1-21-06*

personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 8th day of April, 2004.

STATE OF ILLINOIS  
I, the undersigned, certify that ESTELA JIMENEZ and LENI MARTINEZ, a Notary Public in and for said county and state do hereby

County ss: *Cook*

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

LENI MARTINEZ

*Leni Martinez*

ESTELA JIMENEZ

*Estela Jimenez*

Witnesses:

\_\_\_\_\_  
rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any

Loan ID # 040305018

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

6043 S. Artesian, Chicago  
19-13-415-014-0000

Lot 30 in Block 16 in Cobe and McKinnon's 59<sup>th</sup> street and  
Western Avenue Subdivision of the Section 1/4 of the Northeast  
1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 13,  
Township 38 North, Range 13, East of the Third Principal  
Meridian, in Cook County, Illinois.