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Return to:
Hispanic Housing Development Corp.
325 N. Wells St
Chicago, IL 60610

Doc#: 0606140114 Fee: \$28.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/02/2006 11:49 AM Pg: 1 of 3

HOME BUYER ENFORCEMENT MORTGAGE

42455602
THIS MORTGAGE ("Security Instrument") is given on January 17, 2006. The Mortgagor(s) is/are Claudia C. Moronova and Ana C. Rodas Arana, whose address is 1101 N. Central Park, Chicago, Illinois ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development whose address is Office of Housing, 451 Seventh Street SW, Room 910, Washington, D.C. 20410 ("Lender"). Borrower owes Lender the principal sum of Thirteen thousand Dollars (U.S. \$13,000). 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. P 3

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, 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 Cook County:

Lot 5 in Charles H. Kusel's Subdivision of the West 332.36 feet of that part of the Northwest ¼ of the Southeast ¼ of Section 2, Township 39 North Range 13, East of the Third Principal Meridian lying Southwesterly Line of Grand Avenue, East of the East Line of North Central Park Avenue and North of the North Line of Thomas Street in Cook County, Illinois

PIN: 16-02-402-016
Common Address: 1101 N. Central Park, Chicago, IL

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. This Security Instrument shall also cover all replacements and additions. 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.

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.

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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 be no later than **February 17, 2006** and ending **January 17, 2009**.

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

5. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 4 above, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 5, including but not limited to, reasonable attorney's fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice to Borrower in the manner provided in paragraph 7 below. Lender shall publish and post the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including but not limited to, reasonable attorney's fees; (b) to all sums secured by this Security Instrument as evidenced by the Note; and (c) any excess to the person or persons legally entitled to it.

If the Secretary holds Lender's interest in this Security Instrument and the Secretary requires immediate payment in full under Paragraph 4, the Secretary may invoke the non-judicial 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 this preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 5 or applicable law.

6. Joint and Several Liability; Co-Signers. Borrower's promises and agreements shall be joint and several. Any person 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.

7. 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.

8. Governing Law; Severability. Federal law shall govern this Security Instrument. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such

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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.

9. 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.

Borrowers:

Claudia C. Montoya

Ana C. Rodas Arana

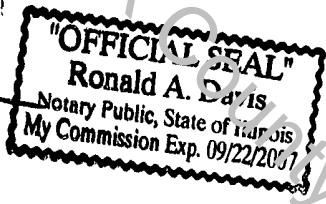
STATE OF ILLINOIS)

COUNTY OF COOK)

I, *Ronald A. Davis* Notary Public in and for said County, in the State aforesaid, do hereby certify that Claudia C. Montoya and Ana C. Rodas-Arana personally known to me as the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me 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 seal this *17th* day of January, 2006.

Ronald A. Davis
Notary Public



Clerk's Office