Doc#. 0900508252 fee: \$66.00 Nate: 01/06/2009 12: 5 N / g: 1 of 11 Cop County Recorder of Deeds

*RHSP FEE \$10.00 Applied

Illinois Anti-Predatory **Lending Database**

Program

Certificate of Compliance

The property identified as:

PIN: 07-30-207-003-0000

Address:

Street:

930 YORKSHIRE DR

Street line 2:

City: HANOVER PARK

ZIP Code: 60103

Lender.

Clearwater Mortgage

Borrower: Oscar E Flores, Lidia Flores

STEWART TITLE COMPANY 2055 W. Army Trail Road, Suite 110 Ardison, IL 80101

Loan / Mortgage Amount: \$197,395.00

Pursuant to 765 ILCS 77/70 et seq., this Certificate authorizes the Cook County Recorder of Deeds to record a residential mortgage secured by this property and, if applicable, a simultaneously dated HELOC.

Certificate number: 73954B67-DC01-4981-A2DB-EA8E178476B8

Execution date: 12/19/2008

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After Recording Return To:

CLEANFLIER MERICAGE
6608 FLYING CICID DRIVE, SUITE #100
ELEN FRAIRIE, MINNESCIA 55344

Loan Number: 0000007225

- (Space Above This Line For Recording Data) --

MORTGAGE

FHA CASE NO.

1374538506703

M N: 1005226-0000007225-0

THIC N' J. TGAGE ("Security Instrument") is given on DECEMBER 19, 2008.

The Mortg. co. is OSCAR E. FLORES AND LIDIA E. FLORES, HUSBAND AND WIFE

("Borrower")

This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS") as Mortgagee. MERS is the nominee for Lend r, a hereinafter defined, and Lender's successors and assigns. MERS is organized and existing under the laws of Dels ware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

CLEARWATER MORTGAGE, A INNESOTA LIMITED LIABILITY COMPANY ("Lender") is organized and existing under the laws of MINNESOTA, and has an address of 6608 FLYILG CLOUD DRIVE, SUITE #100, EDEN PRAIRIE, MINNESOTA 55344

Borrower owes Lender the principal sum of O 1E HUNDRED NINETY-SEVEN THOUSAND THREE HUNDRED NINETY-FIVE AND C 1/170 Dollars (U.S. \$ 197,395.00). 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 JANUARY 1, 2039. 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 of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nor linee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in COOK

FHA ILLINOIS MORTGAGE - MERS ILMTGZ.FHA 11/01/08

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SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS

PIN: 07-30-207-003

which has the address of 930 YORKSHIRE DRIVE

HANOVER PARK

[Street] 60133

("Property Address"):

[City]

. Illinois [Zip Code]

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." B prower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security In tument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and self the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWI'R COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, guant 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 INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by juris liction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS Bor ower and Lender covenant and agree as follows:

- 1. Payment of Principal, I terest 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.
- 2. Monthly Payment of Taxes, hist an e, and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest of set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied again t the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required und a pa agraph 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 premium would have been required if Lender sall hald the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage in are needed, the secretary, or (ii) a monthly charge instead of a mortgage insurance premiun. if it is Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the nor thly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow unds."

Lender may, at any time, collect and hold amounts for Escrow Items is an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the keal Estate Settlement Procedures Act of 1974, 12 U.S.C. §2601 et seq. and implementing regulations, 24 CFR lart 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA fr. prenticipated 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.

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 Lei de at any time

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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 I and 2 shall be applied by Lender as follows: <u>FIRST</u>, 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;

<u>SECOND</u>, 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, nor 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 so see ently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with composites approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payard the isses in favor of, and in a form acceptable to, Lender.

In the event colors, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Lorower. 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 I ender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, and then to prepayment of principal, or (b) to the rest ration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpoke 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 Porrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and rote tion of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and us 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 occupa the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause of the Property of deteriorate, reasonable wear and tear excepted. Lender my inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to prove the Property is vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide fender with any material information) in connection with the loan evidenced by the Note, including, but on the leaf to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Secrity instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

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- 6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with 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. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. 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 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.
- 7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity 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 payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, 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 richts in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secure 1 by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and of he option of Lender shall be immediately due and payable.

Borrov er's hall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in ...it in, to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the 'len' by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a li n v ni in may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. B rower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

- Fees. Lender may collect fees and charges authorized by the Secretary.
- Grounds for Acceleration of lebt
 - (a) Default. Lender may, except as I mited 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:
 - (i) Borrower defaults by failing o pay in full any monthly payment required by this Security Instrument prior to or on the due date of the n xt monthly payment, or
 - (ii) Borrower defaults by failing, for period of thirty days, to perform any other obligations contained in this Security Instrument.
 - (b) Sale Without Credit Approval. Lender shall, in parmitted 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 the Secretary, require immediate payment in full of et. stars secured by this Security Instrument if:
 - (i) All or part of the Property, or a beneficial interest in a trast owning all or part of the Property, is sold or otherwise transferred (other than by devise or descer), and
 - (ii) The Property is not occupied by the purchaser or grantee as his or his 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 in reliate payment in full, but Lender does not require such payments, Lender does not waive its rights with rest act 1/2 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 (in close if not

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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 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.
- 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. It weever, 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 for closure 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.
- 1'. Be rrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time of payment or modificanc... of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Portrand shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender stail not be required to commence proceedings against any successor in interest or refuse to extend time for payment or Abarwise 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 awaiver 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). Bor ower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but dies to 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 and aby this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, for ear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's content.
- 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 see 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 provided in this paragraph.
- 14. Governing Law; Severability. This Security Instrument shall be coverned by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of case 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.
 - 15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of his Sucurity Instrument.
- 16. Hazardous Substances. Borrower shall not cause or permit the presence, use, dispria, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else or do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply

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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.

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:

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 tep's constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as truster for enefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exacting its rights under this paragraph 17.

Lender shall not be recrired to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. I owe explanation of a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall erminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. 'Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument b / ju licial 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 in trument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Socretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act o. 1994 ("Act") (12 U.S.C. 3751 et seg.) by requesting a foreclosure commissioner designated under the Act to commerce 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. Borrower shall pay any recordation costs. Lender may charge Porrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.
- 20. Walver of Homestead. In accordance with Illinois law, the Borrower I creby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.
- 21. Placement of Collateral Protection Insurance. Unless Borrower provides (c.) er with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchase d by Lender,

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but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

22. 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(e	:s)j.		
Condominium Ride Planned Unit Devel Non-Owner Occupe	opment Rider	☐ Graduated Payment Rider ☐ Adjustable Rate Rider ☐ Other [Specify]	Growing Equity Rider Rehabilitation Loan Rider
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BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 9 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

$\frac{(1-\xi.1+-3-5)}{\text{OSCAR E. FLORES}}$	(Seal) -Borrower	LIDIA E. FLO	E.FL DRES	(Seal) -Borrower
	-Borrower			-Borrower
1000 P	(Seal) -Borrower			(Seal) -Borrower
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[Space Below Thi	s Line For Acknowledgment)
State of Illinois TC	
County of Louic	
	Day 1 16 20
The foregoing instrument was acknowledged bet	fore me this December 19, 200
y OSCAR E. FLORES AND LIDIA E.	FLORES
	11111
OFFICIAL SEAL	
MICHAEL P PLATING	Signature of Person Taking Acknowledgment
MOTARY PUBLIC - STATE OF ILLINOIS	
MY CV MISSION EXPIRES:01/12/09	Title
	1100
(Seal)	Serial Number, if any
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	Serial Number, if any

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File Number: TM272264 NOFFICIAL LEGAL DESCRIPTION

LOT 3 IN BLOCK 60, IN HANOVER HIGHLANDS UNIT NO. 8, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON December 20, 1968 as DOCUMENT NO. 20710037 IN COOK COUNTY, ILLINOIS.

Commonly known as: 930 YorkshireDrive

Hanover Park IL 60133

