

Illinois Anti-Predatory  
Lending Database  
Program

Certificate of Exemption

Report Mortgage Fraud  
800-532-8785

The property identified as: **PIN:** 13-28-422-023-0000

**Address:**

**Street:** 4942 W Altgeld St

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60639

**Lender:** SECRETARY OF HOUSING AND URBAN DEVELOPMENT

**Borrower:** ZULMA GUTIERREZ & CARMEN OCHOA

**Loan / Mortgage Amount:** \$53,430.21

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

**Certificate number:** F9E6906C-4A00-4445-AA23-52CF1E4F5E01

**Execution date:** 5/11/2015

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SPACE ABOVE FOR RECORDER USE

**WHEN RECORDED MAIL TO:**

Bank of America, N.A.  
11802 Ridge Parkway, Ste 100 HRM  
Broomfield, CO 80021

PREPARED BY: Melissa Mowery

Bank of America, N.A.

FHAVA Case No. 1375062247703

Doc ID 0652102349847105B

See Exhibit B for assignments of record, if applicable

# MORTGAGE

709195-8888

APN: E-28-422-023-0000

THIS MORTGAGE ("Security Instrument"), is given on May 11, 2015. The Mortgagor(s) are Zulma Gutierrez and Carmen Ochoa, whose address is 4942 W Altgeld St, Chicago, IL 60639 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is **Department of Housing and Urban Development, Attention: C&L Service Corp./ Morris-Griffin Corp. 2488 E 81st Street, Suite 700, Tulsa, OK 74137** ("Lender"). Borrower owes Lender the principal sum of \$53,430.21. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on May 1, 2045. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph 2 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, warrant, grant and convey to the Lender, with power of sale, the following described property located in COOK County, State of Illinois: which has the address 4942 W Altgeld St, Chicago, IL 60639 (See Exhibit A for Legal Description if applicable) ("Property Address") more particularly described as follows:

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".

ILLINOIS - SUBORDINATE MORTGAGE - 10/97 - HUD INSTRUMENT

## FHA- PARTIAL CLAIM

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**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. 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 jurisdiction to constitute a uniform security instrument covering real property.

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

1. **PAYMENT OF PRINCIPAL.** Borrower shall pay when due the principal of the debt evidenced by the Note, upon the terms and conditions stated herein and in the Note.
2. **LENDER'S RIGHT TO TAKE ACTION TO PROTECT THE PROPERTY.** If (A) Borrower does not keep all promises and agreements made in this Security Instrument, or (B) someone, including Borrower, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as, for example, a legal proceeding in bankruptcy, in probate, for condemnation, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions under this Paragraph 2 may include, for example, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs. Lender must give Borrower notice before Lender may take any of these actions.

Borrower will pay to Lender any amounts, with interest, which Lender spends under this Paragraph 2. This Security Instrument will protect Lender in case Borrower does not keep this promise to pay those amounts with interest.

Borrower will pay those amounts to Lender when Lender sends Borrower a notice requesting that Borrower do so. Borrower will also pay interest on those amounts at the same rate stated in the Note. Interest on each amount will begin on the date that the amount is spent by Lender. However, Lender and Borrower may agree in writing to terms of payment that are different from those in this paragraph.

Although Lender may take action under this Paragraph 2, Lender does not have to do so.

3. **BORROWER NOT RELEASED; FORBEARANCES BY LENDER NOT A WAIVER.** Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to alter 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.

**ILLINOIS - SUBORDINATE MORTGAGE - 10/97 - HUD INSTRUMENT**

FHA- PARTIAL CLAIM

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C3 10683-2

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

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9. **BORROWER'S RIGHT TO REINSTATE.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to keep any promise or agreement made in this Security Instrument, including the promise to pay, when due, the amounts due under the Note and 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 the 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.
10. **RELEASE.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay all costs of recordation, if any.

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11. **WAIVER OF HOMESTEAD.** Borrower hereby waives all right of homestead exemption in the Property.

**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Security Instrument to give Notice to Lender, at Lender's address set forth on page one of this Security Instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

ILLINOIS - SUBORDINATE MORTGAGE - 10/97 - HUD INSTRUMENT

FHA- PARTIAL CLAIM

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IN WITNESS WHEREOF, Borrower has executed this Security Instrument.

**Witness**

Print or Type Name

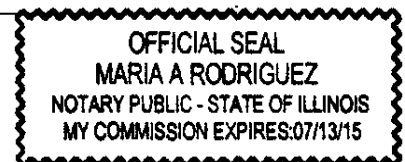
## Carmen Ochoa

County

by Zulma Gutierrez + Carmen Ochoa  
(Borrower(s) Name Printed)

(Signature of notarial officer)

My Commission Expires:



(Space Below This Line Reserved For Lender and Recorder)

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## EXHIBIT "A"

### LEGAL DESCRIPTION

ALL THAT PARCEL OF LAND IN COUNTY OF COOK, STATE OF ILLINOIS AS MORE FULLY DESCRIBED IN DOCUMENT 0828935289 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT THIRTY-ONE (31), AND LOT THIRTY-TWO (EXCEPT THE EAST 12 FEET THEREOF) (32), IN BLOCK ELEVEN (11) IN EDWARD F. KENNEDY'S RESUBDIVISION OF THE EAST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 4942 W. ALTGELD, CHICAGO, IL. 60639