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Cook County Recorder 41.50

RETURN TO:

COMMONWEALTH UNITED MORTGAGE COMPANY  
P.O. BOX 4769  
HOUSTON, TEXAS 77210-9481

Prepared by: Donna Dodd  
National City Mortgage Co dba  
1520 N DAMEN ST STE B  
CHICAGO, IL 60622

0008716840

State of Illinois

## MORTGAGE

FHA Case No.

131-896354-6- 729

THIS MORTGAGE ("Security Instrument") is given on December 16, 1997  
The Mortgagor is

FILOGONIO OCAMPO A Single Person and

LETICIA G JARAMILLO A Single Person

("Borrower"). This Security Instrument is given to

National City Mortgage Co dba  
Commonwealth United Mortgage Company

which is organized and existing under the laws of The State of Ohio  
whose address is 3232 Newmark Drive, Miamisburg, OH 45342

("Lender"). Borrower owes Lender the principal sum of

NINETY FOUR THOUSAND NINE HUNDRED THIRTY NINE & 00/100

Dollars (U.S. \$ 94,939.00 ).

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  
2028 . 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

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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.

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 1 and 2 shall be applied by Lender as follows:

First, 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;

Second, 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, for 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 subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. 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 Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. 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 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 Borrower in and to insurance policies in force shall pass to the purchaser.

**5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use 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 occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property.

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6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with unique condemnations or other takings 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. First to any delinquency amounts applied in the order provided in paragraph 3, and then to and this Security Instrument, first to any delinquency amounts applied in the order provided in paragraph 3, and then to principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payment, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount collected to pay all outlays made independent under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges & Breach and Protection of Lender's Rights in the Property. Borrower shall pay all obligations of the municipality or trustees, firms and corporations that are not included in paragraph 2. Borrower shall pay the interest in the property, upon Lender's request Borrower shall promptly furnish to Lender records evidencing these

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 Lender with any material information) in connection with the loan application or commitment fee due to the Property, the leasehold and fee title shall not be merged provisions of this case. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the terms and conditions of the leasehold agreement.

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- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her 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 immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to 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 foreclose if not 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. 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.

**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.

**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 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 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.

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Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach, default, non-observance of any covenants, or any other right or remedy of Lender. Any breach to Borrower, however, Lender or a judicially appointed receiver may do so at any time here is a breach. Any application of rents shall not cure or waive any default or invalidation any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit 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 or Lender's agent or Lender's written demand to the tenant.

Borrower has not exceeded any prior assignment of the rents and has not and will not perform any act that would violate Lender's rights under this paragraph 17.

17. Assignment of Rents, Borrower unconditionally assigns his, her, or its interests to Lender all the rents and revenues of non-owned joint ventures, borrowed and leased property, or in the name of such persons.

NON-UNIFORM COVENANTS. Borrower and Lender further agree, in addition and subject as follows:

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following subsections: asbestos, carcinogenic, otherflammable or toxic percolatum materials, 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.

2. Bortioner shall promptly take all necessary remedial actions in accordance with Environmental Law.

15. **Owner's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.  
 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 any substance or use of such substances as may violate any provision of any Environmental Law.

14. GOVERNING LAW; SEVERABILITY. This Security Instrument shall be governed by Federal law and the law of the Province in which it was prepared.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the address of the debtor set forth in the first paragraph of this instrument.

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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.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, 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 18 or applicable law.

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.

20. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

21. **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(es)].

Condominium Rider  
 Planned Unit Development Rider

Growing Equity Rider  
 Graduated Payment Rider  
X ADJUSTABLE RATE RIDER

Other [specify]

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"OFFICIAL SEAL"  
MAGDALENA M. HERNANDEZ  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 1/18/2000

My Commission Expires: 1/18/2000

Given under my hand and official seal, this  
seal forth.

Subscribed and delivered the said instrument as  
free and voluntary act, for the uses and purposes herein  
signed and delivered by me this day in person, and acknowledged that  
personally known to me to be the same person(s) whose name(s)

F. Llorente Ocampo and Leticia G. Hernandez  
that  
I, Magdalena M. Hernandez  
a Notary Public in and for said county and state do hereby certify  
County ss: *C.R.L.*

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Witnesses:  
Title: (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

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## ADJUSTABLE RATE RIDER

FHA Case No.

131-896354-6- 729

THIS ADJUSTABLE RATE RIDER is made this 16th day of December, 1997, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to

National City Mortgage Co dba Commonwealth United Mortgage Company (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

2306 N MENARD AVE CHICAGO Illinois 60639

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

### INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Date

The interest rate may change on the first day of April, 1999, and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

#### (B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary. As used in this Rider, "Secretary" means the Secretary of Housing and Urban Development or his or her designee." Lender will give Borrower notice of the new Index.

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not assignable even if the Note is otherwise assigned before the demand for return is made.

applied as payment of principal. Lender's obligation to return any excess payment with interest on demand is stated in a timely notice), or (ii) reduces that any excess payment, with interest thereon at the NAL rate, becomes payment, with interest thereon at the Note rate (a rate equal to the interest rate which shall be the excess payment made any monthly payment exceeding the amount which had been and Borrower has the option to either (i) demand (ii) to return to Borrower any monthly payment exceeding the amount calculated in accordance with Paragraph (E) of this Rider decreased, but Lender failed to give timely notice of the decrease less than 25 days after Lender has given the required notice. If the monthly payment paid on a monthly basis than calculated in accordance with Paragraph (E) of this Rider for any payment date occurring by Paragraph (F) of this Rider, Borrower shall have no obligation to pay interest on the increase in the monthly payment date which occurs at least 25 days after Lender has given Borrower the notice of change effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the effective date of the Change Date, Borrower will become liable for the interest on the new monthly amount calculated in accordance with Paragraphs (C) and (D) of this Rider.

## (G) Effective Date of Changes

A new interest rate calculated in accordance with Paragraphs (C) and (D) of this Rider will become effective on the Change Date. Lender will give notice to Borrower of any change in the interest rate and monthly payment to him.

The notice must be given at least 25 days before the new monthly payment amount is due and must set forth the date of the notice, (ii) the Change Date, (iii) the interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating monthly payment amount, (viii) any other information which may be required by law from the change in monthly payment amount, and (ix) any other information which may be required by law from the change in monthly payment amount.

## (F) Notice of Changes

If the interest rates on a Change Date, Lender will calculate the amount of monthly payment which will be the amount of the new monthly payment of principal and interest.

Date at the new interest rate which would be necessary to repay the unpaid principal balance in full at the Maturity principal and interest which would be necessary to repay the unpaid principal balance in full at the Change Date, Lender will use the unpaid principal balance which substantially equals such calculation. Lender will payment on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the new monthly payment of principal and interest.

## (E) Calculation of Payment Change

The existing interest rate will never increase by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate, as stated in Paragraph 2 of the Note.

## (D) Limits on Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of three percentage points (0.125%). Subject to the limits stated in Paragraph (D) of this Rider, this rounded amount will be the new interest rate until the next Change Date.

## (C) Calculation of Interest Rate Changes

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Filogonio Ocampo \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
FILOGONIO OCAMPO -Borrower -Borrower

Leticia G. Jaramillo \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
LETICIA G JARAMILLO -Borrower -Borrower

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

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

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