

UNOFFICIAL COPY

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1999-09-20 12:44:14
Cook County Recorder 35.50



99888136

RETURN TO:



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

Prepared by: Stacy McCornock
National City Mortgage Co dba
3800 W 26TH ST 2ND FLOOR
CHICAGO, IL 60623

0009626324

8 Bank

State of Illinois

MORTGAGE

4256338(24)
GIT

FHA Case No.

137-0098291- 703

THIS MORTGAGE ("Security Instrument") is given on September 10, 1999
The Mortgagor is

JULIA ZAMORA Married

("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, and
whose address is 3232 Newmark Drive, Miamisburg, OH 45342

("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED THIRTY FOUR THOUSAND ONE HUNDRED & 00/100

Dollars (U.S. \$ 134,100.00).

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 October 1

2029. 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

FHA Illinois Mortgage - 4/96

VMP-4R(IL) (960B)

VMP MORTGAGE FORMS - (800)521-7291

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Initials: J. Z.



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Initials 9-3

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Landlord may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq., and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

The sums paid to Landlord are called "Escrow Funds." Except for the monthly charge by the Secretary, these items are called "Escrow Items" and determined by the Secretary. Of a mortgage insurance premium it this Security Instrument is held by the Secretary, in a reasonable amount to be paid by Landlord to the Secretary, or (ii) a monthly charge instead of a sum for the annual mortgage insurance premium to be paid by Landlord to the Secretary, (i) would have been required if Landlord still held the Security Instrument, each monthly payment shall also include either: (a) premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium premiums for insurance required under paragraph 4. In any year in which the Landlord must pay a mortgage insurance assessment levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) together with the principal and interest as set forth in the Note and any late charge, a sum for (a) taxes and special

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, 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

UNIFORM COVENANTS.

Borrower and Landlord covenant and agree as follows:

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. Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any mortgage, grant and convey the Property and all the encumbrances, except for encumbrances of record. Mortgagor is lawfully seized of the estate hereby conveyed and has the right to 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."

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."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to encumbrances of record.

which has the address of 1621 401 005
[Street, City],
Illinois
60804
[Zip Code] ("Property Address");
[CICERO
59TH CT, S 1617

Pack ID #: 1621401005
which has the address of 1621 401 005
[Street, City],
Illinois
60804
[Zip Code] ("Property Address");
[CICERO
59TH CT, S 1617

THE NORTH 20 FEET OF LOT 20 AND THE SOUTH 10 FEET OF LOT 21 IN BLOCK 3 IN CLYDE FIRST DIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
hereby mortgage, grant and convey to the Landlord the following described property located in Cook County, Illinois:

THE NORTH 20 FEET OF LOT 20 AND THE SOUTH 10 FEET OF LOT 21 IN BLOCK 3 IN CLYDE FIRST DIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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

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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 evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security 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.

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 rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien 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 lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited 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 to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted 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 all sums secured by this Security Instrument if:

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Initials: *J*

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in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, unless Lender determines that repair 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 to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, continuous. Lender determines that repair will cause undue hardship for Borrower, or unless extenuating circumstances after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall releasehold. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days 5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application;

In debteness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the and this Security instrument shall be paid to the entity legally entitled thereto.

and this Security instrument shall be paid to the entity legally entitled thereto. Any excess insurance proceeds over an amount required to pay off outstanding indebtedness under the Note or payments. Any excess insurance proceeds over an amount required to pay off paragraph 2, or change the amount of such or postpone the due date of the monthly payments which are referred to in paragraph 2, or the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend (b) to the restoration or repair of the damaged Property. First to any delinquent amounts applied in the order in paragraph 3, and then to preparation of principal, or instrument, first to the reduction of the indebtedness under the Note and this Security be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may made promptly by Borrower. Each insurance company named is hereby authorized and directed to make payment for in the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not in a form acceptable to Lender.

The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. Borrower shall also insure all improvements of the Property, whether now in existence or subsequently erected, against Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which insurance premium is required, to late charges due under the Note.

Fourth, to amortization of the principal of the Note; and Third, to interest due under the Note;

Second, to any taxes, special assessments, leasehold payments of ground rents, and fire, flood and other hazard秘密地保有するための保険料を支払う必要があります。

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the 3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

remaining for all installments for items (a), (b), and (c). All installments for all items for items (a), (b), and (c). Secretly instead of the monthly mortgage insurance premium; Lender shall be credited with any balance a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited prior to obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to all installment items (a), (b), and (c) and any mortgage insurance premium installed that Lender has not become tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for the Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower the shortage as permitted by RESPA.

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.

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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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Initials: *[Signature]*

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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. Any 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 Instruments; (b) Lender shall be entitled to collect and receive all of the rents of the Property, prior to Lender's notice to Borrower as

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 Borrower's benefit of any covenant or agreement in the Security Instruments. Borrower shall collect and receive all rents tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of intent of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each the Property. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of

17. Assignment of Rents. Borrower and Lender further covenant and agree as follows:

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree 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 substances: asbestos, kerasene, other flammable or explosive 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.

Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. necessity, Borrower shall remove or other remediation of any Hazardous Substances affecting the Property is regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any government or any government or regulation, agency or party involving the Property and any Hazardous Substances by Borrower shall promptly give Lender notice of any investigation, claim, demand, lawsuit or other action by appropriate to normal uses and to maintenance of the Property.

use, or storage on the property of small quantities of Hazardous Substances that are generally recognized to be the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting any Hazardous Substances on or in the Property. To this end the provisions of this Note shall not cause the Property to be severely damaged.

15. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security Instrument.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and which can be given effect without the conflicting provision. To this end the provisions of this Note shall not affect the Note are declared to be severable.

provided for in this paragraph. First class mail unless publicable law requires use of another method. The notice shall be directed to the mailing it by first class mail unless publicable law requires use of another method. The notice shall be given by 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 designs 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

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by

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Property of Cook County Sheriff's Office

21. Ridders to this Security Instrument. If one or more ridders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such riddar shall be incorporated into and shall amend and supplement this Security Instrument. If one or more ridders are executed by Borrower and recorded together with this Security Instrument, [Check applicable box(es)].

condominium Rider Growing Equity Rider Planned Unit Development Rider Other [specify]

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

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.

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 commission 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.

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 attorney's fees and costs of title evidence.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Julia Zamora

(Seal)

-Borrower

STATE OF ILLINOIS

I, *The undersigned*

that

Julia Zamora

Cook

County ss:

, a Notary Public in and for said county and state do hereby certify

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

Given under my hand and official seal, this

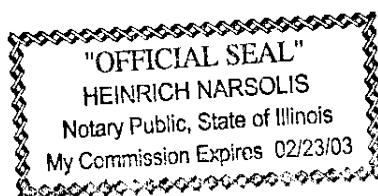
10

day of

9

1999

My Commission Expires:



Notary Public

Heinrich Narsolis

988866