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2000-11-06 11:36:06
Cook County Recorder 27.50



After recorded return to:
Safetrans
10125 Crosstown Circle #380
Eden Prairie, MN 55344
Attn. Joanne Jaglo 213250

Prepared by:

Mary Coelho
PNC Mortgage Corp of America
75 N. Fairway Dr.
Vernon Hills, IL 60061
PNC # 003872255

FHA Case No. 703-131-9738053

(Space above This Line for Recording Date)

SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on August 16, 2000. The Mortgagor is Claudette Martin whose address is 15138 Hasstings Drive, Dolton IL 60419 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street SW, Room 6246 Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of Seven Thousand Six Hundred Thirty Eight Dollars and Forty-Eight Cents (U.S.\$7,638.48). 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 April 1, 2029. 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 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, warrant, grant and convey to the Lender, with power of sale the following described property located in Cook County, Illinois in which a Mortgage dated March 30, 1999 was executed and recorded on April 4, 1999 as Document No. 99342144 which has the address of 15138 Hasstings Drive (Street) Dolton (City) Illinois (State) 60419 (Zip Code), ("Property Address") 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 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 or record.

Handwritten notes in the bottom right corner: g-y, p-d, g-, My, JHK

THIS SECURITY INSTRUMENT combines covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant agree as follows:
UNIFORM COVENANTS

1. **Payment of Principal.** Borrower shall pay when due the principal of the debt evidenced by the Note.

2. **Borrower Not Released; Forbearance By Lender Not A Waiver.** Extension of time or payment 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.

3. **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 the Lender and Borrower. 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 term of this Security Instrument or the Note without that Borrower's consent.

4. **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 use 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 Department of Housing and Urban Development, Attention: Single Family Notes branch, 451 Seventh Street, SW, Washington, DC 10410 or any address Lender designates by notice to Borrower or Lender when given as provided in this paragraph.

5. **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 or clause of this Security Instrument or the Note conflicts with

applicable law, such conflicts shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provisions. To this end the provisions of this Security Instrument and the Note are declared to be severable.

6. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

7. **Acceleration; Remedies.**

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 7 of the Subordinate Note, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act 1994 ("Act") (12 U.S.C, 3751 et seq.) by requesting a foreclosure commissioner designated under 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 or applicable law.

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:

Patricia R. Cole
PATRICIA R. COLE

Claudette Martin (SEAL)
Claudette Martin

Millicent Huggins
MILICENT HUGGINS

Space Below This Line for Acknowledgment

STATE OF: *Ill*

COUNTY OF: *Cook*

Before me, personally appeared *Claudette Martin* to me know to be the person(s) described in and who executed the foregoing instrument and acknowledged before that they executed the same.

Witnessed my hand and seal this *21* day of *Sept*, 2000.

"OFFICIAL SEAL"
Laurie M. Quintana
LAURIE M. QUINTANA NOTARY PUBLIC
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/31/2001
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LOAN NO. 02-38-72255

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 the Lender the following described property located in

COOK County, Illinois:
LOT 98 IN THE RESUBDIVISION OF LOTS 71 TO 84 INCLUSIVE AND LOTS 91 TO 118 INCLUSIVE LYING NORTH OF THE NORTH LINE OF 152ND STREET, SOUTH OF THE SOUTH LINE OF 151ST STREET ALL IN HENNING E. JOHNSON'S MEADOW LANE SUBDIVISION OF THE WEST HALF OF THE WEST HALF OF THE SOUTH EAST QUARTER PF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

TAX I.D.#: 29-11-419-050-0000
which has the address of 15138 HASTINGS DRIVE,
DOLTON [Street, City],
Illinois 60519 [Zip Code] ("Property Address");

99342144

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 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.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest 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, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 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 still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."