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2001-05-02 09:37:37
Cook County Recorder 55.50

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After Recording please return document to:
U.S. Department of HUD
C/O Clayton National
4 Corporate Drive
Shelton, CT 06484

FHA Case No.

137-0280646

SUBORDINATE MORTGAGE



THIS SUBORDINATE MORTGAGE is given on March 25, 2001

The Mortgagor is: Diane Barbero whose address is: 121 Stonebrook Road, Matteson, Illinois 60443
This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street, SW, Washington, D.C. 20410 Borrower owes

Lender the principal sum of EIGHTEEN THOUSAND TWO HUNDRED SEVENTY-FIVE DOLLARS AND SIXTY-FOUR CENTS (U.S. \$18275.64). This debt is evidenced by Borrower's note dated the same date as this Security Instrument, which provides for the full debt, if not paid earlier, due and payable on 01/01/2030.

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 the 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:

PLEASE SEE ATTACHED FOR LEGAL DESCRIPTION.

which has the address of: 121 Stonebrook Road
Matteson, Illinois 60443;

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.

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M-7
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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 agree as follows:

UNIFORM CONVENANTS.

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 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 release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor 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 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 successor and assigns of 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 provide 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 address Lender designates by notice to borrower. Any notice provide for in this Security Instrument shall be deemed to have been given 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 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.

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 to commence foreclosure and 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.

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STATE OF ILLINOIS
COUNTY OF COOK

RECORDED

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, this _____ day of _____, 20__.

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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.

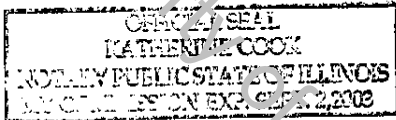
Witnesses:

Diane Barber (SEAL)
Diane Barber Borrower

_____ (SEAL)
Borrower

The Borrower(s) personally appeared before me, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Notary Seal:



Katherine Cook
Notary Signature

3/26/01
Date

KATHERINE COOK
Notary Printed Name

COOK
County

9/2/2003
Commission Expiration Date

Prepared by: Old Kent Mortgage Services
4420 44th St S.E. Suite B
Grand Rapids Mi 49512

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Notary Acknowledgement

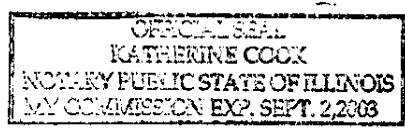
State of Illinois
County of Cook

On 3/26/01 before me, Katherine Cook
personally appeared, Nina Barber

personally known to me (or proved to me the basis of satisfactory evidence) to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Katherine Cook



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STREET ADDRESS: 121 STONE BROOK ROAD
CITY: MATTESON COUNTY: COOK
TAX NUMBER: 31-15-200-001-0000

LEGAL DESCRIPTION:

LOT 89 IN CEDAR CREEK, BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF ARTHUR T. MC INTOSH AND COMPANY'S CRAWFORD COUNTRYSIDE UNIT NO. 1 AND LYING NORTH OF ARTHUR T. MC INTOSH AND COMPANY'S CRAWFORD COUNTRYSIDE UNIT NO. 2, RECORDED MAY 21, 1998 AS DOCUMENT NUMBER 98425869, ALL IN COOK COUNTY, ILLINOIS. 0010361952 Page 5 of 5

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