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2002-03-13 08:50:05
Cook County Recorder 63.50



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SUBORDINATE MORTGAGE

ASSESSOR PARCEL NO.: 06-17-310-064

When recorded mail to:

First American Title Lenders Advantage
Loan Modification Division
3 First American Way
Santa Ana, CA 92707



TITLE#: 802345

LOAN#: 0689592



LENDERS ADVANTAGE

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(ADDITIONAL RECORDING FEE APPLIES)

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P-4
5-M-7
JHC

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When Recorded Return To: 802345

First American Title Insurance Co.

3 First American Way

Santa Ana, CA 92707

Attn: Loan Modification Dept.

FHA Case No.: 131-7088406

Matrix #: 0689592

Prepared By: Matrix Financial Services, 2133 Peoria, Phoenix, AZ 85029

SUBORDINATE MORTGAGE

This SUBORDINATE MORTGAGE ("Security Instrument"), is given on October 16, 2001. The Mortgagor is John J. Wawro and Teresa M. Wawro, whose address is 288 Chaparral Circle, Elgin, IL 60120 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, ("Lender"). Borrower owes Lender the principal sum of \$6,720.99, Dollars (U.S. \$). This debt is evidenced by Borrower's note dated as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on August 1, 2023. 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, convey to the Lender, with power of sale the following described property located in Cook County,

which has the address of 288 Chaparral Circle, Elgin, IL 60120

, ("Property Address")

TOGETHER WITH all 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 cover real property.

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 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 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; Cosigners.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who cosigns this Security Instrument but does not execute the Note: (a) is cosigning 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; (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 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 other address Lender designates 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 provided in this paragraph.

THIS INSTRUMENT FILED FOR RECORD BY
FIRST AMERICAN TITLE INSURANCE COMPANY AS AN
ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS
TO ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE.

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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 clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect the other provision 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 severable.
6. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

NONUNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows"

7. **Acceleration; Remedies.** [see instructions for state specific language]

[The following language is mandatory in all cases.] 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 of 1994 ("Act") (12 USC 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 or applicable law.

[Add any state-specific paragraphs in accordance with attached instructions and the current edition of HUD Handbook 4165.1 Chapter 4]

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:

Columba Figueroa

John J. Wawro (Seal)
John J. Wawro - Borrower

Teresa M. Wawro (Seal)
Teresa M Wawro -Borrower

[Space Below This Line For Acknowledgements]

Acknowledgement-General

State of Illinois }

} ss.

County of Cook

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared John J. Wawro and Teresa M. Wawro, who acknowledged that he/she/they executed the foregoing Agreement and that the same was his/her/their free act and deed. In testimony whereof, I have hereunto set my hand and seal, at Bensenville Currency Exchange, Inc., this 29th day of

November, 2001 A.D.

Witness my hand and official seal.



My Commission Expires:

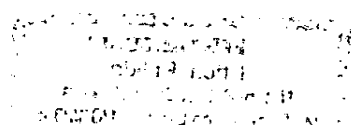
1-3-2005

Erica Pulido
Notary Public

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EXHIBIT A

Unit 14-2, being a part of Lot 14 in Woodland Creek Subdivision being a subdivision of the Southwest 1/4 of Section 17, Township 41 North, Range 9, East of the 3rd Principal Meridian, according to the Plat thereof recorded March 15, 1990, as Document No. 90-1174902 in the City of Elgin, Cook County, Illinois.

More particularly described as follows: Beginning at the Southeast corner of Lot 14, thence south 53 degrees 35 minutes 19 seconds east a distance of 47.85 feet, thence south 36 degrees 24 minutes 41 seconds West a distance of 145.09 feet, thence North 62 degrees 58 minutes 13 seconds west a distance of 48.50 feet, thence North 36 degrees 24 minutes 41 seconds East a distance of 152.99 feet to the Point of Beginning, in Cook County, Illinois.

Permanent Parcel Number: 06-17-310-064
JOHN J WAWRO AND TERESA M WAWRO
288 CHAPARRAL CIRCLE, ELGIN IL 60120
Loan Reference Number : 802345/0689592
First American Order No: 2843882

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