

UNOFFICIAL COPY

0020706192

6/5/01 90 001 Page 1 of 4

2002-06-25 12:07:40

Cook County Recorder 27.00

PREPARED BY:

~~PREPARED BY:~~  
Columbia National, Inc.  
7142 Columbia Gateway Drive  
Columbia, Maryland 21046-2149  
Attn: Loss Mitigation/ Bryan Robb



FHA Case No. 137-0140161-703

CNI # 3945978

[Space Above This Line for Recording Data]

## SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on May 14, 2002. The Mortgagor is Pedro Medina ("Borrower") whose address is 1294 Longford Circle, Elgin, IL 60120. This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of Eleven Thousand One Hundred thirty nine 24/100 Dollars (U.S.) (\$11,139.24). 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 September 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.

SEE ATTACHED DESCRIPTION & RECITAL

which has the address of 1294 Longford Circle, Elgin, IL 60120.

*PIN# 06-18-407-017*

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.

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.

(iii) The Note and related mortgage, deed of trust or similar Security Instrument are no longer insured by the Secretary, or

(iv) The property is not occupied by the purchaser as his or her principal residence.

**(B) Place**

Payment shall be made at the **Office** of the Housing FHA-Comptroller, Director of Mortgage Insurance Accounting and Servicing, 451 Seventh Street, SW, Washington, DC 20410 or any such other place as Lender may designate in writing by notice to Borrower

**5. BORROWER'S RIGHT TO PREPAY**

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

**6. WAIVERS**

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

**7. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including, the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

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

 (SEAL) \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)  
Pedro Medina

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 the Paragraph 4 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 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 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:

\_\_\_\_\_  
\*\*\*Witnesses\*\*\*

Pedro Medina (SEAL)  
Pedro Medina Borrower

\_\_\_\_\_  
N/A Borrower

\_\_\_\_\_  
Borrower

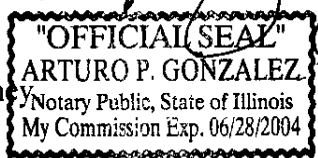
[Space Below This Line for Acknowledgment]

State of IL, Kane County/City ss:  
I, Arturo P. Gonzalez a Notary Public of the County/City of Elgin,  
State of IL, do hereby certify that Pedro Medina  
personally appeared before me this day and  
acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 12th day of June, 2002.

My Commission Expires: 6/28/04

Arturo P. Gonzalez  
Notary Public



This document was prepared under the supervision of a licensed attorney

## UNOFFICIAL COPY

Exhibit "A"  
FHA Illinois Mortgage  
Given By: Pedro Medina, Margarita Lopez and Eduardo Trejo

LOT 17 IN COUNTRY BROOK, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 17 AND PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN HANOVER TOWNSHIP, COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 31, 1989 AS DOCUMENT NUMBER 89410826 IN COOK COUNTY, ILLINOIS.

PIN# 06-18-407-017

PREPARED BY:  
Columbia National Inc.  
7142 Columbia Gateway Dr  
Columbia, MD 21046

RETURN TO:  
CODILIS & ASSOCIATES PC  
7955 S Cass Ave  
Suite 114  
Darien, IL 60561

BOX 70

FILE # 01-8999

Property of Cook County Clerk's Office