0030096039
4650/0107 52 001 Page 1 of 4
2003-01-21 10:11:02
Cook County Recorder 30.50

After recorded return to:
First American Title Ins.
C/O Relocation Advantage
6600 France Ave. South, Suite 300 230
Edina, MN 55435
Attn: Joanne Jaglo 1003233

Prepared by:
Felisha Tinsley
Washington Mutual Bank, FA.
75 N. Fairway Drive
Vernon Hills, IL 60061

FHA Case No. 1370629971Washington Mutual Loan No. 6104219693

(Space Above This Line for Recording Date)

SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on May 28, 2002. The Mortgagor is Nicole M Landis A Single Person and Marshall D Landis A Married Person, whose address 15709 Peggy Lane # 9, Oak Forest Illinois 60452("Mortgagor") This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street SW Washington, DC 20410 ("Mortgagee). Mortgagor owes Mortgagee the principal sum of Two Thousand Four Hundred Nineteen Dollars and Four Cents (U.S $2,419.04). This debt is evidenced by Mortgagor'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 October 1, 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 Mortgagor's covenants and agreements under this Security Instrument and the Note. For this purpose, Mortgagor does hereby mortgage, warrant, grant and convey to the Mortgagee, with power of sale the following described property located in Cook County, Illinois in which a Mortgage dated September 29, 2000 was executed and recorded on October 19, 2000 as Document Number 00820349 Parcel # 28174 60091141 which has the address of 15709 Peggy Lane #9 (Street) Oak Forest (City) Illinois (State) 60452(Zip Code), ("Property Address");

See Exhibit "A" attached hereto and made a part thereof (Legal Description).

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

5-7
P-4
E-4
9/H/C

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 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 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; 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.

Nicole M Landis (SEAL)
Nicole M Landis **Borrower**

Marshall D Landis (SEAL)
Marshall D Landis **Borrower**

Space Below This Line for Acknowledgment

STATE OF: Illinois
COUNTY OF: Cook

Official Seal
Kelly L. Cann
Notary Public State of Illinois
My Commission Expires 11/20/05

Before me, personally appeared Nicole M & MARSHALL D. LANDIS 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 29 day of May, 2002

Kelly Cann
NOTARY PUBLIC
COMMISSION EXPIRES:
11/20/05

ATG COMMITMENT FORM
Schedule A - Continued

0030096039

OMC No.: 10309677

3. Legal Description:

UNIT 12-09 IN SHIBUI SOUTH CONDOMINIUM, AS DELINEATED ON A SURVEY ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS, AND BY-LAWS FOR SHIBUI SOUTH CONDOMINIUM, MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER A TRUST AGREEMENT DATED JANUARY 1, 1984, AND KNOWN AS TRUST NUMBER 61991, RECORDED ON MARCH 5, 1993 AS DOCUMENT 93168945, AS AMENDED FROM TIME TO TIME, IN THE WEST 3/4 OF THE WEST HALF OF THE SOUTH EAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PERMANENT INDEX NUMBER: 28-17-416-009-1141

Member No. 1696

OMC 10309677

SIGNATURE OF ATTORNEY