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Doc#: 0423615120
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 08/23/2004 03:12 PM Pg: 1 of 4

PREPARED BY & RETURN TO:

MORTGAGE CLEARING CORPORATION
POST OFFICE BOX 702100
TULSA, OKLAHOMA 74170

LOAN NUMBER: 077576 FHA NUMBER: 131-9595233

SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("SECURITY INSTRUMENT") IS GIVEN ON MAY 3RD, 2004. THE MORTGAGOR/S IS/ARE TALIA S. MCCRAY, A SINGLE WOMAN, WHOSE ADDRESS IS 14415 S. OAKLEY ST., DIXMOOR, ILLINOIS 60406 ("BORROWER"). THIS SECURITY INSTRUMENT IS GIVEN TO THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WHOSE ADDRESS IS U.S. DEPARTMENT OF HUD, C/O FIRST MADISON SERVICES, INC. 2 CORPORATE DRIVE, SHELTON, CT 06484 ("LENDER"). BORROWER OWES LENDER THE PRINCIPAL SUM OF \$ SIX THOUSAND SIX HUNDRED THIRTEEN AND 59/100 DOLLARS (U.S. \$ 6,613.59). 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 JANUARY 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.

SEE ATTACHED FOR LEGAL DESCRIPTION, ATTACHED HERTO AND MADE A PART OF.

PARCEL ID #: 29-07-122-008-0000 & 29-07-122-009-0000

WHICH HAS THE ADDRESS OF 14415 S. OAKLEY ST., DIXMOOR, ILLINOIS, 60406,

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 NONUNIFORM COVENANTS WITH LIMITED VARIATIONS BY JURISDICTION TO CONSTITUTE A UNIFORM SECURITY INSTRUMENT COVERING REAL PROPERTY.

S-V
P-4
S-N
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BORROWER AND LENDER COVENANT AGREE AS FOLLOWS:

UNIFORM COVENANTS:

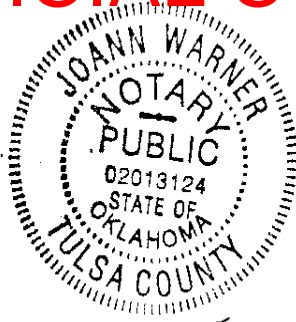
1. **PAYMENT OF PRINCIPAL.** BORROWER SHALL PAY WHEN DUE THE PRINCIPAL OF THE DEBT EVIDENCED BY THE NOTE.
2. **BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER.** EXTENSION OF THE TIME OF PAYMENT OF THE SUMS SECURED BY THIS SECURITY INSTRUMENT GRANTED BY LENDER TO ANY SUCCESSOR IN INTEREST OF 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; 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: US DEPARTMENT OF HUD, C/O FIRST MADISON SERVICES, INC, 4111 SOUTH DARLINGTON, SUITE 300, TULSA OK 74135, OR ANY 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.
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.

[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 THE 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.

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.


TALIA S. MCCRAY

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STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

OK-AZ-TX-NM

THIS INSTRUMENT ACKNOWLEDGED BEFORE ME ON JUNE 25, 2004 BY
MY COMMISSION EXPIRES 7-31-2006 Joann Warner
NOTARY PUBLIC

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT TALIA S. MCCRAY, A SINGLE WOMAN, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT SHE SIGNED AND DELIVERED THE SAID INSTRUMENT ASHER FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS _____ DAY OF _____ 200_____.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

STATE OF CALIFORNIA)
)SS
COUNTY OF)

ON _____ BEFORE ME, _____ PERSONALLY APPEARED _____ 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 SIGNATURES ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

MY COMMISSION EXPIRES _____
WITNESS MY HAND AND OFFICIAL SEAL SIGNATURE _____
NOTARY PUBLIC

COMMONWEALTH OF MASSACHUSETTS, COUNTY SS:

ON THIS _____ DAY OF _____, 200_____ BEFORE ME PERSONALLY APPEARED _____, KNOWN TO BE THE PERSON(S) DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT HE/SHE/THEY EXECUTED THE SAME AS HIS/HER/THEIR FREE ACT AND DEED.

MY COMMISSION EXPIRES _____
NOTARY PUBLIC

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LEGAL DESCRIPTION:

LOTS 8 AND 9 IN BLOCK 14 IN REXFORD AND BELLAMY'S ADDITION TO HARVEY, BEING THAT PART OF THE NORTH FRACTIONAL $\frac{1}{2}$ OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, LYING SOUTHWESTERLY OF THE CHICAGO AND GRAND TRUNK RAILROAD RIGHT OF WAY, (EXCEPT BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH $\frac{1}{2}$ OF SECTION 7, THENCE EAST 568.92 FEET TO THE INDIAN BOUNDARY LINE, THENCE NORTHEASTERLY ON THE INDIAN BOUNDARY LINE, 360.3 FEET TO THE CENTER OF VINCENNES ROAD, THENCE NORTHWESTERLY ON THE CENTER OF THE ROAD 815.76 FEET, THENCE WESTERLY 689.3 FEET TO THE WEST LINE OF SECTION 7, THENCE SOUTH 1026.96 FEET TO THE POINT OF BEGINNING, ALSO THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST FRACTIONAL $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY LINE AND SOUTHWESTERLY OF THE CHICAGO AND GRAND TRUNK RAILROAD RIGHT OF WAY), IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office