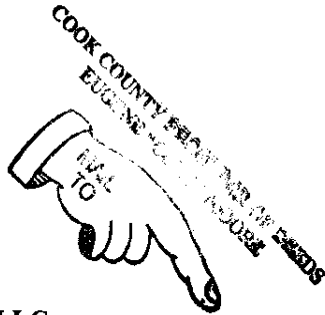


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Doc#: 0624027016 Fee: \$34.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/28/2006 09:07 AM Pg: 1 of 6



\* Chase Home Finance LLC  
3415 Vision Drive  
Columbus, Ohio 43219  
Prepared by Carlos Ridley \*  
Re: Loan Number 1844273460  
FHA Case No. 137-3178694-103

WHEN RECORDED MAIL TO:  
First American Title  
P.O. Box 27670  
Santa Ana, CA 92799  
Attn: Recording Dept.

PC-3064833

## SUBORDINATE MORTGAGE

This SUBORDINATE MORTGAGE ("Security Instrument") is given on July 28, 2006.

The Mortgagor (s) is/are Burton M. Eulingborough and Shelley E. Eulingborough, whose address is 5933 South Indiana Avenue, Chicago, Illinois 60637 (Borrower).

This Security Instrument is given to the Secretary of Housing and Urban Development, whose address is Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street Southwest, Washington, DC 10410 (Lender). Borrower owes Lender the principal sum of twelve thousand eight hundred four dollars and ninety cents (U.S. \$12,804.90)

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 October 01, 2035.

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:

LOT 14 (EXCEPT THE SOUTH 20 FEET THEREOF) AND LOT 13 (EXCEPT THE NORTH 10 FEET THEREOF) IN BLOCK 1 IN JAMES BOLTON'S SUBDIVISION OF BLOCK 1 IN WILSON, HEALD & STEBBIN'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

A.P. NO: 20153030160000

SV  
PB  
MY  
BMR  
(50)  
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which has the address of 5933 South Indiana Avenue Chicago, Illinois 60637, ("Property Address");

TOGETHER WITH all the improvement now or hereafter erected on the property, an 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 forgoing 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 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.

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; Co-Signers.** 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 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, forbearance 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. 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.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows;

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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 7 of the Subordinate Note, the Secretary may invoke the non-judicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act")(12U.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:

Elaine McDaniels  
Witness Signature

Barton M. Eulingbough (Seal)

Elaine McDaniels  
Printed Name of Witness

Scott Muever  
Witness Signature

SCOTT MUEVER  
Printed Name of Witness

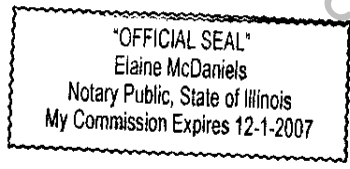
Amrita Appleberry  
Witness Signature

Shelley E. Eulingbough (Seal)  
Shelley E. Eulingbough

Amrita Appleberry  
Printed Name of Witness

Carrie Woods  
Witness Signature

Carrie woods  
Printed Name of Witness



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STATE OF Illinois, COUNTY OF Cook SS:

I, ELAINE McDaniels a Notary Public of the county of \_\_\_\_\_, State of \_\_\_\_\_, do hereby certify that

Burton M. Eulingbough personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 4 day of August, 2006

My Commission Expires: 12-1-2007

Elaine McDaniels

Notary Public



STATE OF Illinois, COUNTY OF Cook SS:

I, ELAINE McDaniels a Notary Public of the county of \_\_\_\_\_, State of \_\_\_\_\_, do hereby certify that

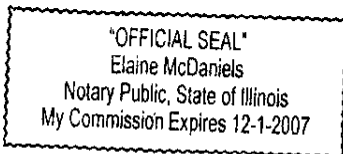
Shelley E. Eulingbough personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 4 day of August, 2006

My Commission Expires: 12-1-2007

Elaine McDaniels

Notary Public



# UNOFFICIAL COPY

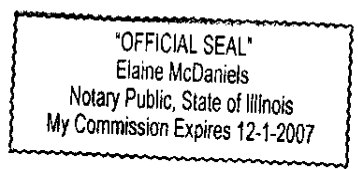
STATE OF Ill, COUNTY OF Cook SS:

Before me, a Notary Public, in and for said County, personally appeared the above named Burton M. Eulingbough who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Chicago Park, This 4 day of August, 2006

Elaine McDaniels  
Notary Public

12-1-2007  
My commission expires



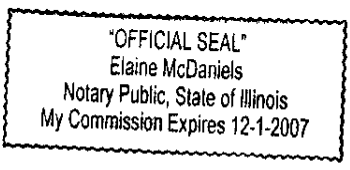
STATE OF Ill, COUNTY OF Cook SS:

Before me, a Notary Public, in and for said County, personally appeared the above named Shelley E. Eulingbough who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Chicago Park, This 4 day of August, 2006

Elaine McDaniels  
Notary Public

12-1-2007  
My commission expires



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Chase Home Finance LLC, successor by merger to  
Chase Manhattan Mortgage Corporation

Branch Powell

Witness 1 Signature

Branch Powell

Printed Name of Witness

Tiffany Bagland

Witness 2 Signature

Tiffany Bagland

Printed Name of Witness

Wendy Peters

Wendy Peters

Assistant Vice President

STATE OF OHIO  
COUNTY OF FRANKLIN

Before me, a Notary Public, in and for said County, personally appeared Wendy Peters, to me known and known to the person who, as an Assistant Vice President of Chase Home Finance LLC, successor by merger to Chase Manhattan Mortgage Corporation, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that said person did so sign said instrument in the name and behalf of said corporation as such officer; that the same is that person's free act and deed as such officer, and the free and corporate act and deed of said corporation; that said person was duly authorized thereunto by its Board of Directors.

In Testimony Whereof, I have hereunto subscribed my name, and affixed my official seal, at Columbus, Ohio, this 14<sup>th</sup> day of August, 2006



Danny P. Madden  
Notary Public, State of Ohio  
My Commission Expires 11-04-2010

Danny P. Madden  
Notary Public

My commission expires: 11-4-2010