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1999-11-05 09:00:49

Cook County Recorder \$51.50

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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 right to mortgage grant, and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend encumbrances of record.

Which has the address of 250 S. 20th Street, Maywood, IL. 60153 ("Property Address")

described property located in Cook, Illinois.

mortgage, warrant, grant and convey to the Lender, with power of sale the following under this Security Instrument and the Note. For this purpose, Borrower does hereby Security Instrument; and (c) the performance of Borrowers covenants and agreements all other sums, with interest, advanced under paragraph 7 to protect the security of this the Note, and all renewals, extensions and modifications of the Note; (b) the payment of This Security Instrument secures the Lender: (a) the repayment of the debt evidenced by which provides for the full debt, if not paid earlier, due and payable on June 1, 2026.

evidenced by borrowers note dated the same day as this Security Instrument ("Note"); ("Lender"; Borrower owes Lender the principal sum of \$16,220.00. This debt is *Anita Eggleston* Development, and whose address is 451 Seventh Street, SW Washington, DC 10410 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Darrell O'Neal, whose address is 250 S. 20th Street, Maywood, IL. 60153 The Mortgagor is Anita Eggleston and Co-Mortgagor *7th Sept, 1999* THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on

SUBORDINATE MORTGAGE

I hereby certify Joy K. Stofer of Firststar Home Mortgage has prepared this document (Space above this line for recording data)

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The undersigned, [Name], Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's Office.

Property of Cook County Clerk's Office

Witness my hand and the seal of the County Clerk's Office at Chicago, Illinois, this [Date] day of [Month], [Year].

[Signature]

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 Security and the Security 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 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: _____

Anita Eggleston (Seal) Darnell O'Neal (Seal)

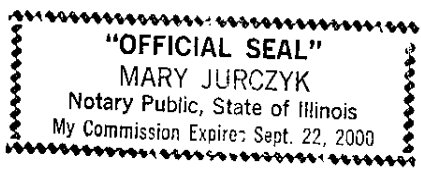
_____(Seal)

State of: IL
County of: Cook

I hereby certify that on this 7th day of Sept, 2000 before me, an officer duly authorized in the state of aforesaid and in the county aforesaid to take acknowledgments, personally appeared Anita Eggleston, Darnell O'Neal, to be known the person(s) described in and who executed the foregoing instrument and acknowledged before me that They/He/She executed the same for the purpose therein expressed. Witness my hand and official seal in the county and state aforesaid.

My commission expires: 9-22-2000

Notary Signature: [Signature]
Name (Typed or Printed): MARY JURCZYK



THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdictions to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal.** Borrowers 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 successor 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. **Successor 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 this Security Instrument but does not sign 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 the Borrower's consent.
4. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering 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 the Lender. Any notice to the 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 the 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 effect 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.

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This document is a copy of the original document filed with the Clerk of Cook County, Illinois. It is not a certified copy and should not be used for legal purposes. The original document is the only authoritative version of the record.

Property of Cook County Clerk's Office

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COOK COUNTY CLERK

CHICAGO, ILL.

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, grant and convey to Lender the following described property located in Cook County, Illinois:

Lots 23 and 24 in Block 22 in Proviso Land Association's Addition to Maywood, in Section 10, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

which has the address of

250 S. 20th St.
Maywood, Illinois 60153
("Property Address");

FHA Illinois Mortgage

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Borrower's Initials

10/95

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