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Southwest Financial Services, LTD.  
P.O. Box 300  
Cincinnati, OH 45273-8043  
DF435716

FHA Case No.

1374592700

07-11029443-DIK

**SUBORDINATE MORTGAGE**

THIS SUBORDINATE MORTGAGE is given on July 31, 2009. The Mortgagor is: Anita McLaughlin whose address is: 342 Diane Lane, Chicago Heights, IL 60411.

This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street SW, Washington, D.C. 10410, Borrower owes Lender the principal sum of Twenty Thousand Nine Hundred Two Dollars and Fifty Two Cents (U.S. \$20,902.52). This debt is evidenced by Borrower's note dated the same date as this Security Instrument, which provides for the full debt, if not paid earlier, due and payable on 04/01/2040.

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 the 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, IL:

which has the address of: 342 Diane Lane  
Chicago Heights, IL 60411;

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. This Security Instrument shall also cover all replacements and additions. 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 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:

# UNOFFICIAL COPY

## 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 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 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 successor 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, 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 provide 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 given by first class mail to: Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street, SW, Washington, D.C. 10410 or 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:

### 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 to commence foreclosure and 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.

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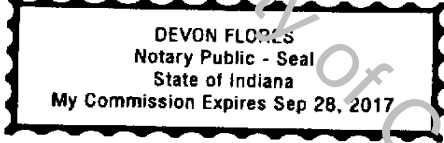
Witness: B. Anne R. Riley [Signature] (SEAL)  
 Printed witness name B. Anne R. Riley Anita McLaughlin, Borrower

Witness: Tina M. Rice \_\_\_\_\_ (SEAL)  
 Printed witness name Tina M. Rice , Borrower

The Borrower(s) personally appeared before me, 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Notary Seal: [Signature] 5/17/2010  
 Notary Signature DEVON FLORES Date

DEVON FLORES Porter Sept 28, 2017  
 Notary Printed Name County Commission Expiration Date



Notary Acknowledgement

State of IN  
 County of Porter

On MAY 17, 2010 before me, DEVON FLORES

Signature [Signature]  
DEVON FLORES

# UNOFFICIAL COPY

## EXHIBIT "A" LEGAL DESCRIPTION

Page: 1 of 1

Account #: 16571180  
Order Date : 02/01/2010  
Reference : 407218270  
Name : ANITA MCLAUGHLIN  
Deed Ref : 0330229297

Index #:

Parcel #: 32-08-123-003-0000

LOT 3 IN BRANDON FARMS SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF REIGEL ROAD (EXCEPT THEREFROM THE NORTH 33 FEET THEREOF AND EXCEPT THE THEREFROM THE SOUTH 311 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 0330229297, OF THE COOK COUNTY ILLINOIS RECORDS.



Property of Cook County Clerk's Office