

UNOFFICIAL COPY

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1026317021 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/20/2010 11:17 AM Pg: 1 of 5

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 03-10-403-002-0000

Address:

Street: 766 N Green Drive

Street line 2:

City: Wheeling

State: IL

ZIP Code: 60090

Lender: GMAC

Borrower: Marco A Caballero and Xochitl M Caballero

Loan / Mortgage Amount: \$7,004.32

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

4
5
N
N
y
g
Dr

Certificate number: 283A4771-5F5F-4F8B-A043-47CF9CF84063

Execution date: 08/15/2008

UNOFFICIAL COPY

Recording requested By:
GMAC Mortgage, LLC

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

When Recorded Return to:

GMAC Mortgage
3451 Hammond Avenue
Waterloo, IA 50702

Loan Number: 0582785101

FHA Case No. 1373281960703

-----{Space above this line for recording data}-----

APN: 03-10-403-002-0000

SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on August 1, 2008. The Mortgagor is/are MARCO A CABALLERO AND XOCHITL M CABALLERO, whose address is 766 N GREEN DRIVE, WHEELING, IL 60090 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of Seven Thousand Four Dollars And Thirty Two Cents (U.S. \$7,004.32). 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 August 1, 2035. This Security Instrument secures Lender: (a) the repayment of all 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 Legal Description



Which has the address of 766 N GREEN DRIVE, WHEELING, IL 60090 ("Property Address");

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 non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant agree as follows:

 CABALLERO
38555124 IL
FIRST AMERICAN ELS
SUBORDINATE MORTGAGE


UNOFFICIAL COPY

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 sum 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 of the Note without that Borrower's consent.
4. **Notices.** Any notices to Borrower provided for in this Security Instrument shall be given by delivering to 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:

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 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.

UNOFFICIAL COPY

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.

Witness
Signature MLK

Print Mark Krug

Signature _____

Print Jobi Joseph

[Signature] (Seal)
MARCO A CABALLERO
Borrower

Witness
Signature MLK

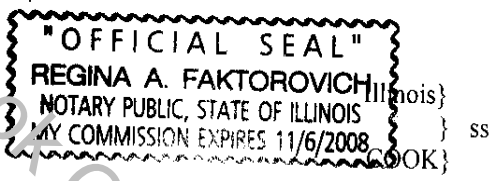
Print Mark Krug

Signature _____

Print Jobi Joseph

[Signature] (Seal)
XOCHITL M CABALLERO
Borrower

State of _____
County of _____



On August 15, 2008, before me REGINA A. FAKTOROVICH personally appeared MARCO A CABALLERO AND XOCHITL M CABALLERO, 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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

[Signature]

UNOFFICIAL COPY

EXHIBIT "A"
LEGAL DESCRIPTION

LOT 2 IN BLOCK 1 IN DUNHURST SUBDIVISION UNIT NO. 3, A SUBDIVISION
OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION
10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS

APN: 03-10-403-002-0000

WHEN RECORDED MAIL TO:

First American Title
P.O. Box 27370
Santa Ana, CA 92799
Attn: Recording Dept.

620 7790