

**Illinois Anti-Predatory
Lending Database
Program**

Certificate of Exemption

**Report Mortgage Fraud
800-532-8785**

The property identified as: **PIN: 15-08-433-024-0000**

Address:

Street: 454 Hyde Park Avenue

Street line 2:

City: Hillside

State: IL

ZIP Code: 60162

Lender: Secretary of Housing and Urban Development

Borrower: Antonio Belmonte

Loan / Mortgage Amount: \$59,640.22

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.

Certificate number: 17DE10E0-2A26-4C77-8EB5-175501812559

Execution date: 07/31/2009

UNOFFICIAL COPY

Prepared By
After recording please return to
Fifth Third Mortgage Company
Madisonville Office Building
5001 Kingsley Drive
Cincinnati, OH 45263

Return To:
Southwest Financial Services, LTD.
P.O. Box 300
Cincinnati, OH 45273-8043
~~XXXXXXXXXXXXXXXXXXXX~~
DF467079

FHA Case No.
1374639525

11077473-01R

Diana Seatty

SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE is given on July 31, 2009. The Mortgagor is: Antonio Belmonte and Martha Belmonte whose address is: 454 Hyde Park Ave, Hillside, IL 60162.

** husband and wife*

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 Fifty Nine Thousand Six Hundred Forty Dollars and Twenty Two Cents (U.S. \$59,640.22). 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 11/01/2040.

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: 454 Hyde Park Ave
Hillside, IL 60162;

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.

UNOFFICIAL COPY

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 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.

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 _____

Witness Printed Name _____

Witness Signature _____

Witness Printed Name _____

Antonio Belmonte
Antonio Belmonte - Borrower

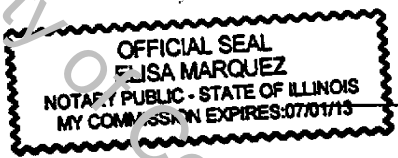
Martha Belmonte
Martha Belmonte - Co-borrower

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, acknowledged the instrument.



Antonio Belmonte and Martha Belmonte husband and wife
Notary Signature _____ Date 11/16/2010

Elisa Marquez _____ Will _____ 07/01/13 _____
Notary Printed Name County Commission Expiration Date

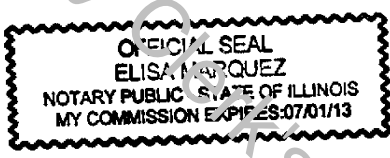


Notary Acknowledgement

State of IL
County of Will

On November 16th, 2010 before me, Elisa Marquez

Signature _____



~~FORECLOSURE MINUTES~~
UNOFFICIAL COPY
ALTA COMMITMENT FORM - 2006

SCHEDULE A

Date: 5/13/10

Alta Commitment -- 2006

Commitment No. 10-18321

1. Policy or Policies to be issued:

Proposed amount of Insurance: \$209,488.91

ALTA'S OWNER'S POLICY (2006 Form)

Proposed Insured:

Fifth Third Mortgage Company

ALTA Loan Policy (2006 Form):

Proposed Insured: NONE

2. The Fee Simple Interest in the land described or referred to in this commitment is owned at the commitment date by:

Antonio Belmonte
Martha Belmonte

3. The land referred to in this commitment is situated in the county of Cook, state of Illinois, and is described as follows:

LOT 25 (EXCEPT THE SOUTH 250 FEET) IN J.H. WHITESIDE AND COMPANY'S MADISON STREET ADDITION, A SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 LYING SOUTH OF BUTTERFIELD ROAD OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Codilis & Associates, P.C., Issuing Agent for
Attorney's Title Guaranty Fund Insurance Company
15W030 North Frontage Road, Suite 100
Burr Ridge, IL 60527
(630) 794-5300
C&A File No.: 14-10-18321
Member No.: #1427

Codilis & Associates, P.C.
Authorized Signature