

UNOFFICIAL COPY



Doc#: 1201903018 Fee: \$52.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/19/2012 11:12 AM Pg: 1 of 7

prelaid by
After recording, please return document to:
Fifth Third Mortgage Company
Madisonville Office Building
5001 Kingsley Drive
Cincinnati, OH 45263

Space above for recording.

FHA Case No.
1374969825

02-12000314

SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE is given on July 31, 2009. The Mortgagor is: EDWARD T HOVANEK whose address is: 5627 S FAIRFIELD AVE, CHICAGO, IL 60629.

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 Three Thousand Four Hundred Seventy Six Dollars and Ninety Nine Cents (U.S. \$3,476.99). 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 11/01/2041.

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: *PIW 19-13-206-010-0000*

which has the address of: 5627 S FAIRFIELD AVE
CHICAGO, IL 60629;

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:

Partial Claim Subordinate Mtg - Acct: 407939032

Page 1 of 3

S Yes
P 7
S N
M N
SC Yes
E Yes
INT aw

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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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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

Witness Signature Elda Burian
Witness Printed Name ELDA BURIAN

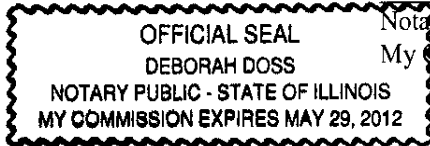
Edward T. Hovanecek
EDWARD T HOVANEK - Borrower

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL, COUNTY OF COOK:

Before me a Notary Public in and for said County and State personally appeared EDWARD T HOVANEK, who are personally known to me or have produced driver's license identification and who did take an oath and who executed the foregoing conveyance to Fifth Third Mortgage Company and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal this 10 day of NOVEMBER, 2011.



Deborah Doss
Notary Public
My Commission Expires May 29, 2012

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FIFTH THIRD BANK Errors And Omissions/Compliance Agreement

The undersigned Borrower(s) for and in consideration of the Lender this date funding the closing or modifying this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan documentation, if deemed necessary or desirable in the reasonable discretion of Lender, to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including, but not limited to, as investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veteran Affairs.

The undersigned Borrower(s) do hereby so agree and covenant in order to assure that this loan documentation executed this date will confirm and be acceptable in the market place in the instance of transfer, sale or conveyance by Lender of its interest and to said loan documentation.

Edward T. Hovanec
EDWARD T HOVANEK - Borrower

11-10-11

Date

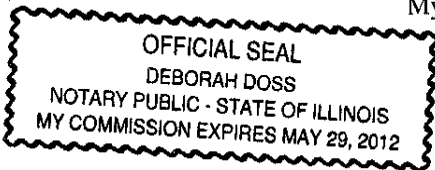
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois, COUNTY OF Cook SS:

Before me a Notary Public in and for said County and State personally appeared EDWARD T HOVANEK, who are personally known to me or have produced driver's license identification and who did take an oath and who executed the foregoing conveyance to Fifth Third Mortgage Company and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal this 10 day of November 2011.

Deborah Doss
Notary Public
My Commission Expires May 29, 2012



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Top intentionally left blank.



FIFTH THIRD BANK

Notice Of No Oral Agreements

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES

THERE ARE NO UNDERWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice: The undersigned hereby represents and warrants that I/we have each received and read a copy of this Notice on or before the execution of the "Loan Agreement." "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayments of or agrees to or relays repayments of money, goods, or any other thing of value or to otherwise extend credit, or make a financial accommodation.

Edward T. Hovanec
EDWARD T HOVANEC - Borrower

11-10-11
Date

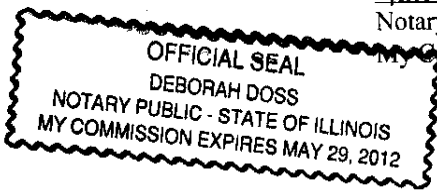
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Deborah Doss
Notary Public
My Commission Expires May 29, 2012



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EXHIBIT "A"

The South 32 feet of the North 65 feet of the West 1/2 of Lot 8 in Chicago Title and Trust Company's Subdivision of the East 1/2 of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number (P.I.N.): 19-13-206-010-0000
Common Address: 5627 S. Fairfield Ave., Chicago IL 60629

Property of Cook County Clerk's Office

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Prepared by: Jessica Rieck
Fifth Third Bank
MD1MOB19
5001 Kingsley Drive
Cincinnati, OH 45263-5300

RECORDING REQUESTED BY
OLD REPUBLIC DEFAULT MGMNT SVCS
WHEN RECORDED MAIL TO

Old Republic Default Mgmt. Svcs.
500 City Parkway West Suite 200
Orange, CA 92868

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

SUBORDINATE MORTGAGE

Title Order No.02-12000314

Loan # 407939032

THIS INSTRUMENT IS BEING RECORDED AS AN
ACCOMMODATION ONLY. OLD REPUBLIC NATIONAL
TITLE INSURANCE COMPANY ASSUMES NO LIABILITY
AS TO ITS EXECUTION OR AS TO ITS AFFECT UPON THE TITLE.

**THIS PAGE IS ADDED TO ALLOW ADEQUATE ROOM FOR RECORDING INFORMATION –
PLEASE DO NOT REMOVE**