

# UNOFFICIAL COPY



Doc#: 1202517043 Fee: \$50.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/25/2012 02:12 PM Pg: 1 of 7

Space above for recording.

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

FHA Case No.  
.1375227095

## SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE is given on 12/06/2011. The Mortgagor is: Michael P. Homerding whose address is: 16540 MARILYN CT., ORLAND HILLS, IL 60487.

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 Forty Eight Thousand One Hundred Fifty Seven Dollars and Twenty One Cents (U.S. \$48,157.21). 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 12/01/2041.

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: *PTN #27-22-403-020-0000*

which has the address of: 16540 MARILYN CT.  
ORLAND HILLS, IL 60487;

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: 408558450

S   y    
P   67    
S   N    
M   N    
SC   y    
E   y    
INT   li

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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.

# UNOFFICIAL COPY

Witness Signature Collette Grenfile  
Witness Printed Name Collette Grenfile

Michael P. Homerding  
Michael P. Homerding - Borrower

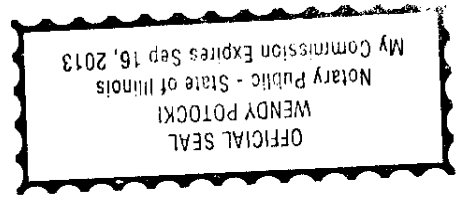
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois, COUNTY OF Cook:

Before me a Notary Public in and for said County and State personally appeared Michael P. Homerding, 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 7 day of December, 2011.

Wendy Potocki  
Notary Public  
My Commission Expires 9/16/2013



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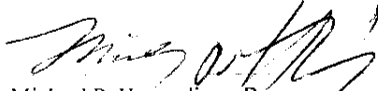
## FIFTH THIRD BANK

### 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.

  
Michael P. Homerding - Borrower

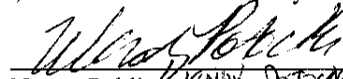
12/7/11  
Date

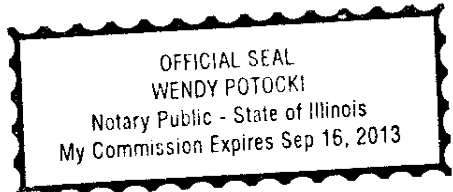
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STATE OF ILLINOIS, COUNTY OF COOK SS:

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IN WITNESS WHEREOF, I have hereunto affixed my name and official seal this 7 day of December, 2011.

  
Notary Public Wendy Potocki  
My Commission Expires 9/16/2013



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Top intentionally left blank.



## 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 marketplace in the instance of transfer, sale or conveyance by Lender of its interest and to said loan documentation.

*Michael P. Homerding*  
Michael P. Homerding - Borrower

12/7/11  
Date

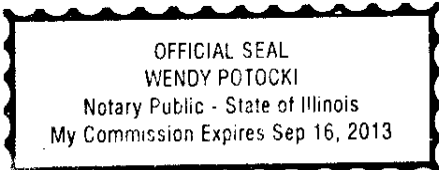
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IN WITNESS WHEREOF, I have hereunto affixed my name and official seal this 7 day of December, 2011.

*Wendy Potocki*  
Notary Public *Wendy Potocki*  
My Commission Expires 9/16/2013



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## EXHIBIT "A" LEGAL DESCRIPTION

Page: 1 of 1

Account #: 20024367  
Order Date : 08/29/2011  
Reference : 408558450  
Name : MICHAEL P. HOMERDING  
Deed Ref. : 0410027033

Index #:  
Registered Land :  
Parcel #: 27-22-403-020-0000

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**LOTS 8 IN PARCEL OF PLAT OF PARK VIEW HOMES SUBDIVISION VILLAGE OF WESTHAVEN, COOK COUNTY, ILLINOIS, PART OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 22 (EXCEPT THE NORTH 470 FEET OF THE SOUTH 755.80 FEET OF THE EAST 926.81 FEET THEREOF); (EXCEPT ALSO THE NORTH 100 FEET THEREOF); (EXCEPT ALSO THE SOUTH 285.80 FEET THEREOF) IN TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN. 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. 0410027033, OF THE COOK COUNTY, ILLINOIS RECORDS.**

COOK COUNTY CLERK'S OFFICE

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# UNOFFICIAL COPY

Prepared by: Jessica Rieck  
FIFTH THIRD BANK  
5001 KINGSLEY DR  
MDIMOB19  
CINCINNATI OH, 45227

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

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SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

## SUBORDINATE MORTGAGE

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Title Order No. 02-12001428

Loan # 408558450

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**