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## Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Doc#: 1204715040 Fee: \$50.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/16/2012 11:23 AM Pg: 1 of 7

Report Mortgage Fraud  
800-532-8785

The property identified as: **PIN:** 30-07-207-029-0000

**Address:**

**Street:** 416 Mackinaw

**Street line 2:**

**City:** Calumet City

**State:** IL

**ZIP Code:** 60409

**Lender:** Secretary of Housing and Urban Development

**Borrower:** Henry A Gaston Sr and Sherry Gaston aka Sherry Bolling-Gaston


**Loan / Mortgage Amount:** \$3,166.63

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.

S Y  
P 7  
S N  
M N  
SC Y  
E Y  
INT ff

**Certificate number:** E4732F23-E4CB-4F3E-8A5C-10B779F03C68

**Execution date:** 01/30/2012

**UNOFFICIAL COPY****When recorded mail to: #:7055228**First American Title 

Loss Mitigation Title Services 1348.1

P O Box 27670

Santa Ana, CA 92799

RE: GASTON SR - PC REC SVC

Document Prepared by:

Justin Hayes

Midland Mortgage - A Division of MidFirst Bank

999 N.W. Grand Boulevard, Suite 100

Oklahoma City, OK 73118-6116

1-800-552-3000

FHA Case Number: **137-0053091703****SUBORDINATE MORTGAGE**

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **January 23, 2012**. The mortgagors are **HENRY A GASTON SR & SHERRY GASTON AKA SHERRY BOLLING-GASTON** ("Borrower"). This Security Instrument is given to the **Secretary of Housing and Urban Development**, which is organized and existing under the laws of the United States of America, and whose address is **451 Seventh Street, SW, Washington, DC 20410** ("Lender"). Borrower owes Lender the principal sum of **three-thousand-one-hundred-sixty-six dollars and sixty-three cents (US \$3,166.63)**. 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 **1/1/2042**. 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 advanced to protect the security of

Page 1 of the Subordinate Mortgage

Borrower Initial Lines

<u>          </u>	<u>          </u>
<u>H.G.</u>	<u>SR.</u>

\* Please add the appropriate number of initial lines for each signatory over 4

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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, grant and convey to Lender the following described property located in **COOK** County, Illinois:

**See Exhibit A attached hereto and made a part hereof;**

**Tax ID # 30072070290000**

which has the address of: **416 MACKINAW CALUMET CITY, IL 60409** ("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.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**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 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 of 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



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defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in the paragraph 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**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 USC 3571 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 Lender under this paragraph or applicable law.**

## 8. Release.

Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

## 9. Waiver of Homestead.

In accordance with Illinois law, the Borrower hereby releases and waives all right under and by virtue of the Illinois homestead exemption in the Property.

## 10. Placement of Collateral Protection Insurance.

Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.



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## Exhibit "A"

LOT 14 IN BLOCK 6 IN FORD CALUMET HIGHLANDS ADDITION TO WEST HAMMOND, BEING A SUBDIVISION IN THE WEST 652 FEET OF THE EAST 1316 FEET OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office