



Doc#: 1210315004 Fee: \$50.25  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 04/12/2012 08:51 AM Pg: 1 of 6

Space above for recording.

After recording please return to:  
Old Republic Default Mgmt. Svcs.  
500 City Pkwy W. Ste 200  
Orange, CA 92868-9950

FHA Case No.  
1374933502

02-12010883

SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE is given on 03/14/2012. The Mortgagor is: ALEXANDRA J RODRIGUEZ whose address is: 8507 S KILPATRICK AVE, CHICAGO, IL 60652.

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 Sixty Eight Thousand Five Hundred Eleven Dollars and Fifty Two Cents (U.S. \$68,511.52). 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 03/01/2042.

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, 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:

APN-19-34-307-061-0000

which has the address of: 8507 S KILPATRICK AVE  
CHICAGO, IL 60652;

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."

S Y  
C L  
S N  
N N  
C Y  
N Y  
NTG

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 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:

# UNOFFICIAL COPY

## 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 German Gonzalez A. Alexandra J. Rodriguez  
 Witness Printed Name German Gonzalez Abasco. ALEXANDRA J RODRIGUEZ - Borrower

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois, COUNTY OF Cook:

Before me a Notary Public in and for said County and State personally appeared ALEXANDRA J RODRIGUEZ, 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. 16<sup>th</sup> day of March, 2012.

[Signature]  
 Notary Public  
 My Commission Expires 8/3/15



# UNOFFICIAL COPY

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**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.

*Alexandra J. Rodriguez*  
 ALEXANDRA J RODRIGUEZ - Borrower

3-16-12  
 Date

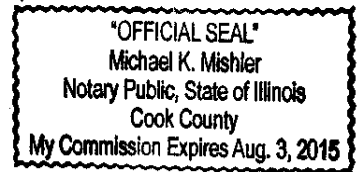
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois, COUNTY OF Cook SS:

Before me a Notary Public in and for said County and State personally appeared ALEXANDRA J RODRIGUEZ, 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 16<sup>th</sup> day of March, 2012.

*Michael K. Mishler*  
 Notary Public  
 My Commission Expires 8/3/15



# UNOFFICIAL COPY

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

Alexandra J. Rodriguez \_\_\_\_\_ Date 3-16-12  
ALEXANDRA J RODRIGUEZ - Borrower

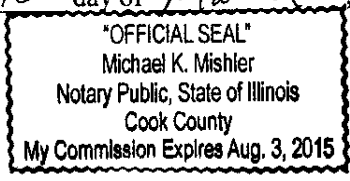
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[Signature]  
Notary Public  
My Commission Expires 8/3/15



**UNOFFICIAL COPY**

Customer Name: ALEXANDRA J RODRIGUEZ  
Application #: 407830231

**EXHIBIT "A"**

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF ~~DU PAGE~~ IN THE  
STATE OF ILLINOIS, TO WIT: **COOK**

THE SOUTH 32 FEET OF THE NORTH 96 FEET OF LOT 10 IN BLOCK 30 IN FREDERICK H.  
BARTLETT'S CITY OF CHICAGO SUBDIVISION OF LOTS 2 AND 3 IN ASSESSOR'S SUBDIVISION  
OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN  
(EXCEPT THAT PART OF THE EAST 129 FEET OF THE WEST ½ OF THE SOUTHWEST ¼ OF SAID  
SECTION 34 AS LIES IN SAID LOT 3 AND EXCEPT RAILROAD), IN COOK COUNTY, ILLINOIS.

TAX ID NO: 19-34-307-061-0000

BEING THE SAME PROPERTY CONVEYED BY WARRANTY DEED:

GRANTOR: THOMAS J. COOK, JR. and MARRIANNE COOK, HUSBAND AND WIFE,  
TENANCY BY THE ENTIRETY  
GRANTEE: RAMIRO RODRIGUEZ and ALEXANDRA RODRIGUEZ, HUSBAND AND WIFE,  
IN TENANCY BY THE ENTIRETY  
DATED: 08/29/2002  
RECORDED: 10/07/2002  
DOC#/BOOK-PAGE: 0021096713

ADDRESS: 8507 S KILPATRICK AVENUE , CHICAGO IL, 60652