



Doc#: 1304615006 Fee: \$52.25
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/15/2013 09:02 AM Pg: 1 of 7

Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

Property of Cook County Clerk's Office

The property identified as: PIN: 19-03-419-019-0000

Address:

Street: 4624 S KOMENSKY

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60632

Lender: SECRETARY OF HOUSING AND URBAN DEVELOPMENT

Borrower: ISIDRO CHAVEZ

Loan / Mortgage Amount: \$5,176.78

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


Certificate number: EA8CD725-0C2F-4948-843A-E904B7BD34FB

Execution date: 06/21/2013

UNOFFICIAL COPY

Recording requested By:
GMAC Mortgage, LLC

When recorded mail to: #:7810568

First American Title 

Loss Mitigation Title Services 392.1

P.O. Box 27670

Santa Ana, CA 92799

RE: CHAVEZ - PC REC SVC

Loan Number: 0602113152

FHA Case No. FR_1374240095703

----- {Space above this line for recording data} -----
 PIN: 19-03-119-019-0000
SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **June 15, 2012**. The Mortgagor is ISIDRO CHAVEZ STEPHANIE CHAVEZ, whose address is **4624 S KOMENSKY CHICAGO IL 60632** ("Borrower"). This Security is given to the Secretary of Housing and Urban Development, whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of **FIVE THOUSAND ONE HUNDRED SEVENTY SIX DOLLARS AND SEVENTY EIGHT CENTS (U.S. \$5,176.78)**. This debt is evidenced by Borrower's note dated the same date as this Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on **June 01, 2042**. This Security Instrument secures Lender: (a) the repayment of all 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 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**:

See attached Legal Description

Which has the address of 4624 S KOMENSKY CHICAGO IL 60632 ("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 or record.

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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:

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 sum secured by this Security Instrument granted by Lender to any successor in the interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in the interest. Lender shall not be required to commence proceedings against any successors in the interest or refuse to extend time for payment of 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 the interest. Any forbearance by Lender in exercising any right or 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 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 sum 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 of the Note without that Borrower's consent.
4. **Notices.** Any notices to Borrower provided for in this Security Instrument shall be given by delivering it by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to: Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street, SW, Washington, DC 20410 or any address Lender designates by notice 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 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:

UNOFFICIAL COPY

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 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 U.S.C. 3751et seq.) by requesting a foreclosure commissioner designated under the 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.

Property of Cook County Clerk's Office

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BY SIGNING, 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 Teresa V. Rosado

Print Teresa V. Rosado

Signature Martha B. Chavez

Print Martha B. Chavez

Isidro Chavez (Seal)
ISIDRO CHAVEZ
Borrower

Witness
Signature Teresa V. Rosado

Print Teresa V. Rosado

Signature Martha B. Chavez

Print Martha B. Chavez

Stephanie C. Chavez (Seal)
STEPHANIE CHAVEZ
Borrower

Witness
Signature _____

Print _____

Signature _____

Print _____

(Seal)
Borrower

Witness
Signature _____

Print _____

Signature _____

Print _____

(Seal)
Borrower

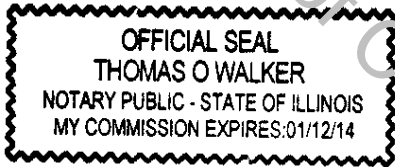
UNOFFICIAL COPY


BORROWER ACKNOWLEDGMENT

State of Illinois
County of Cook

On this 21 day of June, 2012, before me, the undersigned, a Notary Public in and for said county and state, personally appeared ISIDRO CHAVEZ STEPHANIE CHAVEZ, personally known to me or identified to my satisfaction to be the person(s) who executed the within instrument, and they duly acknowledged that said instrument is their act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.





Notary Public
My Commission Expires: 01/12/14

Identifier:0602113152

Doc Type:LEGAL

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T-475 P.006/010 F-122

AUG-03-2008 09:51PM

FROM-

5.

The land referred to in this Commitment is described as follows:

THE SOUTH HALF OF LOT ONE HUNDRED EIGHTY NINE (189) IN FREDERICK H. BARTLETT'S 47TH STREET SUBDIVISION OF LOT "C" IN THE CIRCUIT COURT PARTITION OF THE SOUTH HALF OF SECTION THREE (3), AND THAT PART OF THE NORTH WEST QUARTER LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL OF SECTION THREE (3), TOWNSHIP THIRTY EIGHT (38) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Note: For informational purposes only, the land is known as:

4624 South Komensky Avenue
Chicago, IL 60632

THIS COMMITMENT IS VALID ONLY IF SCHEDULE B IS ATTACHED.

Issuing Agent:

Thomas Bucaro
53 West Jackson Street Suite 820
Chicago, IL 60604
(312)461-0061



U02793770

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