

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Doc#: 1310019020 Fee: \$48.25  
RHSP Fee: \$10.00 Affidavit Fee:  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/10/2013 10:09 AM Pg: 1 of 5

Report Mortgage Fraud  
800-532-8785

The property identified as: PIN: 16-19-316-026-0000

**Address:**

**Street:** 1922 Maple Ave

**Street line 2:**

**City:** Berwyn

**State:** IL

**ZIP Code:** 60402

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

**Borrower:** Christopher Kinard and Kendra Kinard

**Loan / Mortgage Amount:** \$5,775.08

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 5  
S N  
M N  
SC Yes  
E Yes  
INT pw

**Certificate number:** 4D7AB8FD-4259-4ACB-BE7A-E92CEAA965AF

**Execution date:** 03/13/2013

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Recording Requested By/Return To:  
**JPMORGAN CHASE BANK, N.A.**  
**MHA DEPARTMENT**  
**780 KANSAS LANE**  
**2ND FLOOR, LA4-3125**  
**MONROE, LA 71203**

This Instrument Prepared By:  
**JPMORGAN CHASE BANK, N.A.**  
**3415 VISION DRIVE**  
**COLUMBUS, OHIO 43219-6009**

[Space Above This Line For Recording Data]

**SUBORDINATE MORTGAGE**

**FHA Case Number 703 137-6318857**

**Loan Number 1167498490**

This SUBORDINATE MORTGAGE ("Security Instrument") is given on MARCH 01, 2013.

The Mortgagor(s) are CHRISTOPHER KINARD AND KENDRA KINARD HUSBAND AND WIFE whose address is 1922 MAPLE AVE, BERWYN, ILLINOIS 60402 (Borrower).

This Security Instrument is given to the Secretary of Housing and Urban Development, whose address is Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street Southwest, Washington, DC 10410 (Lender/Mortgagee). The Borrower owes the Lender/Mortgagee the principal sum of FIVE THOUSAND SEVEN HUNDRED SEVENTY-FIVE AND 8.00/100THS (U.S. \$5,775.08).

This debt is evidenced by the 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 MARCH 01, 2043.

This Security Instrument secures to the Lender/Mortgagee: (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, the Borrower does hereby mortgage, warrant, grant and convey to the Lender/Mortgagee, with power of sale the following described property located in COOK County, ILLINOIS:

**LEGAL DESCRIPTION:**

THE LAND REFERRED TO IN THIS POLICY IS SITUATED IN THE STATE OF ILLINOIS, COUNTY OF COOK, CITY OF BERWYN, AND DESCRIBED AS FOLLOWS: LOT 461 BERWYN GARDENS, A SUBDIVISION OF THE SOUTH 1271.3 FEET OF THE SOUTHWEST 1/4 OF SECTION 19,



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Loan Number 1167498490

TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. APN: 16-19-316-026-0000

REFERENCE NUMBERS OF DOCUMENTS MODIFIED:  
RECORDED JULY 14, 2011 INSTRUMENT NO. 1119526031

Tax Parcel No: 16-19-316-026-0000

which has the address of 1922 MAPLE AVE, BERWYN, ILLINOIS 60402, ("Property Address");

TOGETHER WITH all the improvement 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 the Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that Property is unencumbered, except for encumbrances of record. The 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.

The Borrower and the Lender/Mortgagee covenant agree as follows:

#### **UNIFORM COVENANTS.**

**1. Payment of Principal.** The Borrower shall pay when due the principal of the debt evidenced by the Note.

**2. Borrower Not Released; Forbearance by Lender/Mortgagee Not a Waiver.** Extension of the time of payment of the sums secured by this Security Instrument granted by the Lender/Mortgagee to any Successor in interest of the Borrower shall not operate to release the liability of the original Borrower or the Borrower's successor in interest. The Lender/Mortgagee 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 the Borrower's successors in interest. Any forbearance by the Lender/Mortgagee 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 the Lender/Mortgagee and the Borrower. The 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 the Borrower's



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Loan Number 1167498490

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 the Lender/Mortgagee 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 the Borrower provided 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 directed to the Property Address or any other address the Borrower designates by notice to the Lender/Mortgagee. Any notice to the Lender/Mortgagee shall be given by first class mail to: **Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street, Southwest, Washington, DC 10410** or any address the Lender/Mortgagee designates by notice to the Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to the Borrower or the Lender/Mortgagee 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.** The Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**NON-UNIFORM COVENANTS.** The Borrower and the Lender/Mortgagee further covenant and agree as follows;

**7. Acceleration Remedies.** If the Lender/Mortgagee requires immediate payment in full under the paragraph 7 of the Subordinate Note, the Lender/Mortgagee may invoke the power of sale and any other remedies permitted by applicable law. The Lender/Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph, including, but not limited to, reasonable attorney's fees and costs of title evidence. If the Lender/Mortgagee invokes the power of sale, Lender/Mortgagee shall give notice of sale to the Borrower in the manner provided in Paragraph 4. The Lender/Mortgagee shall publish and post the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. The Lender/Mortgagee or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order:

- (a) to all expenses of the sale, including, but not limited to, reasonable attorney's fees;
- (b) to all sums secured by this Security Instrument; and
- (c) any excess to the person or persons legally entitled to it.

If the Lender's/Mortgagee'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 non-judicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act")(12U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act.



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Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a the Lender/Mortgagee under this paragraph or applicable law.

BY SIGNING BELOW, the Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by the Borrower and recorded with it.

\_\_\_\_\_[Space Below This Line For Borrower/Co-Owner/Borrower's and \_\_\_\_\_  
 \_\_\_\_\_ Co-Owner's Spouse Or Domestic Partner Acknowledgement]\_\_\_\_\_

The undersigned hereby acknowledge that the signatures below include the Borrowers on the Loan, and those of any non-borrower co-owner(s) of the Property, or a non-borrower spouse or domestic partner of a Borrower or co-owner with rights of dower/curtesy/homestead and/or community property under applicable law. Such additional persons are signing solely to evidence their agreement that all of their right, title and interest in the Property is subject and subordinate to the terms and conditions of the Agreement and the Loan Documents.

Christopher Kinard  
 CHRISTOPHER KINARD

Date: 3, 13, 13

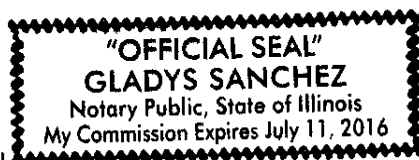
Kendra Kinard  
 KENDRA KINARD

Date: 3, 13, 13

State of ILLINOIS

County of COOK ) ss. )

This instrument was acknowledged before me on March 13  
2013 by CHRISTOPHER KINARD AND KENDRA KINARD.



(SEAL)

My Commission expires: July 11, 2016

Gladys Sanchez  
 Signature of Notary Public  
 Typed or printed name: Gladys Sanchez

