



1313310015

Doc#: 1313310015 Fee: \$46.00  
Affidavit Fee:  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/13/2013 10:32 AM Pg: 1 of 5

Illinois Anti-Predatory  
Lending Database  
Program

Certificate of Exemption

Report Mortgage Fraud  
800-532-8765

The property identified as: PIN: 16-14-224-016

Address:

Street: 3533 W VAN BUREN ST

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60624

Lender: Secretary of Housing and Urban Development

Borrower: ANTHONY A GREEN and JUDY A GREEN

Loan / Mortgage Amount: \$43,231.12

This property is located within Kane, Peoria, or Will County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the loan application was dated before July 1, 2010.

Certificate number: 90B9595C-BB45-432D-9099-C7A78D7363FE

Execution date: 08/13/2012

Handwritten notations and stamps on the right margin, including a vertical stamp and various initials and marks.

# UNOFFICIAL COPY

After Recording Return to:  
CitiMortgage Inc.,  
14700 Citicorp Dr  
MS 0010 Attn: Sheila Burger  
Hagerstown, MD 21742

[Space Above This Line For Recording Data]

Tax ID / Parcel Number: 16-14-22 4-016

Loan No.: 2004074609

FHA Case No.: 103095769

## SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on August 9, 2012. The Mortgagor ANTHONY A GREEN and JUDY A GREEN

("Borrower")

This security Instrument is given to the Secretary of Housing and Urban Development and its successors and assigns, whose address is 451 Seventh Street, SW, Washington, DC 20410

("Lender")

Borrower owes Lender the principal sum of Forty Three Thousand Two Hundred Thirty One and 12/100Dollars (US.\$43,231.12). This debt is evidences by Borrower's note and dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on December 01,2039. This Security Instrument secures to Lender: (a) the repayment of the debt evidences by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced 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 the following described property located in Cook County, Illinois:

COOK COUNTY CLERK'S OFFICE  
RECORDED  
INDEXED

**UNOFFICIAL COPY**

Loan No.: 2004074609

LOT 24 IN A.S BRADLEY'S SUBDIVISION OF LOT 15 IN BRADLEY AND HONROE'S SUBDIVISION OF THE WEST ½ OF THE EAST ¼ OF SECTION 14, TOWNSHIP 39 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax ID / Parcel Number: 16-14-2224-016

which has the address of : 3533 W VAN BUREN ST CHICAGO IL 60624  
 ("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.

Borrower and Lender covenant and agree as follows:

**UNIFORM COVENANTS.**

1. Payment of Principal. Borrower shall pay when due the principal of the debt evidences 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 refused 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 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 into 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.

# UNOFFICIAL COPY

Loan No.: 2004074609

4. Notices. Any notice to 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 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. 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. Lender shall give notice to borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other 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 this paragraph 7, including, but not limited to, reasonable attorneys' fees and cost of title evidence.

If the lender's interest in this Security Instrument is held by the Secretary and the Secretary required 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 of 1994 ("Act") (12 U.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. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a lender under this paragraph or applicable law.

# UNOFFICIAL COPY

Loan No.: 2004074609

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 borrower a fee for releasing this Security Instrument, but only if the fee is paid to the third party for services rendered and the charging of the fee is permitted under applicable law.

9. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument.

Anthony A Green (Seal)      Judy A Green (Seal)  
 ANTHONY A GREEN Borrower      JUDY A GREEN -Borrower

Anthony A Green (Seal)      Judy A Green (Seal)  
 -Borrower      -Borrower

(No witnesses required for Borrowers)

\_\_\_\_\_ [Space Below This Line For Acknowledgment] \_\_\_\_\_

State of Illinois                    )

County of Cook                    )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> of August, [date] 2012 by ANTHONY A GREEN and JUDY A GREEN . [name of person acknowledged]

(Notary Seal is required)

Julie Sharma  
Notary Signature

Julie Sharma  
Print Name

Notary Public, State IL

My Commission Expires: 09/05/12

