

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1328154011 Fee: \$48.25
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/08/2013 11:09 AM Pg: 1 of 5

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 16-18-427-024-0000

Address:

Street: 1171 S RIDGELAND

Street line 2:

City: OAK PARK

State: IL

ZIP Code: 60304

Lender: SECRETARY OF HOUSING AND URBAN DEVELOPMENT

Borrower: LATINA L LUKE

Loan / Mortgage Amount: \$41,306.80

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.

Handwritten notes and signature: Y, 5, M, M, M, M, 10/9/13

Certificate number: 9A64DE73-814A-4BF8-989D-9BF8369EABE5

Execution date: 08/09/2013

# UNOFFICIAL COPY

Space above for recording.

After recording please return document to:  
Fifth Third Mortgage Company  
Madisonville Office Building  
5001 Kingsley Drive  
Cincinnati, OH 45263

FHA Case No.

1375165822

(513-358-3303)

prepared by:  
Kim Taylor

## SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE is given on 08/09/2013. The Mortgagor is: LATINA L LUKE whose address is: 1171 S RIDGELAND, OAK PARK, IL 60304.

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 Forty One Thousand Three Hundred Six Dollars and Eighty Cents (U.S. \$41,306.80). 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 08/01/2043.

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:

Please see Attached Exhibit "A"

which has the address of: 1171 S RIDGELAND  
OAK PARK, IL 60304;

DOC # 0924320020

dated 8/21/09

REC 08/31/09

PARCEL # 10-18-427-024-0000

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."

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 or 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:

Partial Claim Subordinate Mtg - Acct: \*\*\*\*\*7344

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## 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 Lorely Loke-Cole  
 Witness Printed Name Lorely Loke-Cole

Latina L. Luke  
 LATINA L LUKE - Borrower

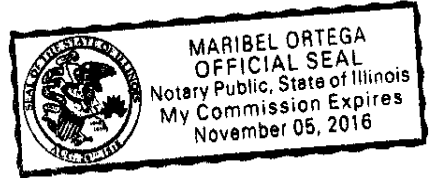
### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL, COUNTY OF COOK:

Before me a Notary Public in and for said County and State personally appeared LATINA L LUKE, 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 15 day of August, 2013.

[Signature]  
 Notary Public  
 My Commission Expires 11-5-16



*Cook County Clerk's Office*

**UNOFFICIAL COPY**

STREET ADDRESS: 1171 SOUTH RIDGELAND  
CITY: OAK PARK COUNTY: COOK  
TAX NUMBER: 16-18-429-024-0000

**LEGAL DESCRIPTION:**

LOT 22 IN RESUBDIVISION OF LOTS 1 TO 18 BOTH INCLUSIVE IN LOTS 29 TO 46 INCLUSIVE IN BLOCK 4 OF PLAT OF JULIA A. WIEGAND'S SUBDIVISION OF BLOCKS 2 AND 4 IN SUBDIVISION OF THE SOUTH EAST 1/4 OF LOT 6 IN SUBDIVISION OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18) IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office