Doc#. 1333057526 fee: \$58.00

UNOFFIC Pate: 11/26/2013 01:02 RM Pg: 1 of 6

County Recorder of Deeds

\*RHSP:\$9.00 RPRF:\$1.00 FEES Applied

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Report Mortgage Fraud 800-532-8785

The property identified as:

PIN: 19-29-410-025-0000

Address:

Street:

7832 MAYFIELD AVE

Street line 2:

City: BURBANK

State: IL

**ZIP Code: 60459** 

Lender. Secretary Housing and Urban Development

Borrower: JEFFREY J PATRICK and THERESA PATRICK

Loan / Mortgage Amount: \$31,951.48

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.

Certificate number: B2BB8537-75A6-427A-BB2B-18F202A73337

Execution date: 11/02/2013

1333057526 Page: 2 of 6

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This Document Prepared By: JANE HARRISON PNC MORTGAGU 3232 NEWMARK OF. MIAMISBURG, OH 45242 (888) 224-4702

When Recorded Mail To: FIRST AMERICAN TITLE ATTN: LMTS P.O. BOX 27670 SANTA ANA, CA 92799-7670

Tax/Parcel No. 19294100250000

[Space Above This Line for Recording Data]

004 CC

Investor Loan No.: 137-3703706 703 Loan No: 0005818307

#### SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is made on OCTOBER 17, 2013. The grantor is JEFFREY J PATRICK HUSBAND, THERESA PATRICK WIFE ("Benever"), whose address is 7832 MAYFIELD AVENUE, BURBANK, ILLINOIS 60459. The benefic ary is the Secretary of Housing and Urban Development, whose address is Attention: Single Family Notes Ergach, 451 Seventh Street SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of THIRTY-ONE THOUSAND NINE HUNDRED FIFTY-ONE DOLLARS AND 48 CENTS (U.S. \$31,951.49). This debt is evidenced by 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 NOVEMBER 1, 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 Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of COOK, State of ILLINOIS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

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Tax Parcel No. 19294100250000

which has the address of, 7832 MAYFIELD AVENUE, BURBANK, ILLINOIS 60459 (herein "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."

FORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrover warrants and will defend generally the title to the Property against all claims and demands, subject to 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.

UNIFORM COVENANTS. Borrover and Lender covenant and agree as follows:

- 1. Payment of Principal Borrower shall pay when due the principal of the debt evidenced by the Note.
- 2. Borrower Not Released; For bearance 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 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 of or proclude 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 coveral. 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 the 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 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 Ocvelopment, 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.

### **UNOFFICIAL COPY**

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 and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. 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 invoke any other remedies permitted by Apolicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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 non-judicial 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 by 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.

1333057526 Page: 5 of 6

# **UNOFFICIAL COPY**

BY SIGNING RELOW Planning	
Instrument	d agrees to the lerms and covenants contained in this Security
11/4/1/1/	They as I fate
Borrower, JEFFREY J PATRICK	July all
11/2//3	Bofrower: THERES PATRICK
Date	Date
Borrower:	Borrower:
Date	Date
0	
Borrower:	Borrower:
Date	Date
(Space Below T	his Line for Acknowledgments]
	me Ditto TotaliowiceSincitis]
BORROWER ACKNOWLEDGMENT	
State of ILLINOIS	
County of COOK	
County of COOK	
This instrument was acknowledged before me	on November 2 not 2013 (date) by
JEFFREY J PATRICK, THERESA PATRIC	CK (name/: of person/s acknowledged).
90/	
Notary Public	_
(Seal)	CFITICIAL SEAL"
Printed Name: 40 CHA GACE	ZUMA GACEK }
	Notary Public - State of Illinois
My Commission expires:	My Commission Explires June 08, 2017
000 2017	
\ /	U <sub>x</sub>

1333057526 Page: 6 of 6

## **UNOFFICIAL COPY**

#### **EXHIBIT A**

BORROWER(S): JEFFREY J PATRICK HUSBAND, THERESA PATRICK WIFE

LOAN NUMBER: 0005818307

LEGAL DESCRIPTION:

THE LAND REFERRED TO IN THIS POLICY IS SITUATED IN THE STATE OF ILLINOIS, COUNTY OF COOK, CITY OF BURBANK, AND DESCRIBED AS FOLLOWS: LOT 11 IN BLOCK 23 IN F.H. BARTLETT'S GREATER 79TH STREET SUBDIVISION, A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2), ALSO THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 38 NOP (7)1, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 7832 MAYFULLD AVENUE, BURBANK, ILLINOIS 60459