

UNOFFICIAL COPY

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



1333817006

Doc#: 1333817006 Fee: \$46.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 12/04/2013 09:17 AM Pg: 1 of 5

Report Mortgage Fraud
800-532-8785

The property identified as:

PIN: 31-26-206-006-0000

Address:

Street: 321 Waldmann Dr.

Street line 2:

City: Park Forest

State: IL

ZIP Code: 60466

Lender: Secretary of Housing and Urban Development

Borrower: Brenda A. Mitchell

Loan / Mortgage Amount: \$20,877.47

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 7770 et seq. because the application was taken by an exempt entity.

Certificate number: 7942324B-139F-49B5-9EA7-BC726F493239

Execution date: 11/05/2013

Handwritten notations and signatures on the right margin, including a vertical line of marks and a signature at the bottom.

UNOFFICIAL COPY

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 703 137-5466591

Loan Number 1018804907

This SUBORDINATE MORTGAGE ("Security Instrument") is given on OCTOBER 21, 2013.

The Mortgagor(s) are BRENDA A MITCHELL AN UNMARRIED WOMAN whose address is 321 WALDMANN DR, PARK FOREST, ILLINOIS 60466 (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 TWENTY THOUSAND EIGHT HUNDRED SEVENTY-SEVEN AND 47.00/100THS (U.S. \$20,877.47).

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 NOVEMBER 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 IS SITUATED IN THE STATE OF ILLINOIS, COUNTY OF COOK, CITY OF PARK FOREST, AND DESCRIBED AS FOLLOWS: LOT 6 IN BLOCK 38 IN VILLAGE OF PARK FOREST FIRST ADDITION TO WESTWOOD, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 26, LYING SOUTH OF COMMONWEALTH EDISON COMPANY RIGHT OF WAY (PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS) AND THE SOUTHEAST 1/4 OF THE NORTHEAST

FHA Subordinate Mortgage

(page 1 of 4 pages)



UNOFFICIAL COPY

Loan Number 1018804907

1/4 OF SECTION 26, LYING SOUTH OF THE ELGIN, JOLIET AND EASTERN RAILROAD RIGHT OF WAY, ALSO PART OF SECTION 25, SOUTH OF THE ELGIN, JOLIET AND EASTERN RAILROAD RIGHT OF WAY, ALL IN TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE JULY 1, 1995 AS DOCUMENT NUMBER 16288372, IN COOK COUNTY, ILLINOIS. APN: 31-26-206-006-0000

REFERENCE NUMBERS OF DOCUMENTS MODIFIED:
RECORDED DECEMBER 1, 2009 INSTRUMENT NO. 0933508545 RE-RECORDED DECEMBER 3, 2012 INSTRUMENT NO. 1233829068

Tax Parcel No: 31-26-206-006-0000

which has the address of 321 WALDMANN DR, PARK FOREST, ILLINOIS 60466, ("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 forgoing 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.



UNOFFICIAL COPY

Loan Number 1018804907

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 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.



UNOFFICIAL COPY

Loan Number 1018804907

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. 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 Acknowledgement]

Brenda A. Mitchell
Borrower - **BRENDA A MITCHELL** Date: 11.15.2013

State of **ILLINOIS**

County of Cook)
) ss.

This instrument was acknowledged before me on November 5
2013 by **BRENDA A MITCHELL**.



(SEAL)

Nichelle McGowan
Signature of Notary Public
Typed or printed name:
Nichelle McGowan

My Commission expires: April 30, 2017

