

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, OH 43219-6009

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**FHA HOME AFFORDABLE MODIFICATION AGREEMENT  
(Step Two of Two-Step Documentation Process)**

FHA Case Number 703 137-3803713

Loan Number 1687690309

Borrower ("I")<sup>1</sup> MARVIA OLIVER AND EVA L CURTIS NOT AS TENANTS IN COMMON OR  
TENANTS BY THE ENTIRETY BUT AS JOINT TENANTS

Lender or Servicer ("Lender"/"Mortgagee"): JPMORGAN CHASE BANK, NA

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"):  
DECEMBER 11, 2007

Loan Number: 1687690309

Property Address ("Property"): 1335 N MASON AVE, CHICAGO, ILLINOIS 60651

**LEGAL DESCRIPTION:**

THE LAND REFERRED TO IS SITUATED IN THE STATE OF ILLINOIS, COUNTY OF COOK, CITY OF CHICAGO, AND DESCRIBED AS FOLLOWS: LOT 29 IN BLOCK 3 IN WASSELL AND BRAMBER'S AND COMPANY'S AUSTIN HOME ADDITION BEING A SUBDIVISION OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS. SUBJECT TO: COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD; PRIVATE, PUBLIC AND UTILITY EASEMENTS. APN: 16-05-217-008-0000

**REFERENCE NUMBERS OF DOCUMENTS MODIFIED:**

RECORDED DECEMBER 20, 2007 INSTRUMENT NO. 0735405192

Tax Parcel No: 16-05-217-008-0000

<sup>1</sup> If more than one Borrower or Mortgagor is executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.



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Loan Number 1687690309

If my representations in Section 1 continue to be true in all material respects, then this FHA Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that my Mortgage and Note are governed under the applicable laws and regulations of the Federal Housing Administration ("FHA"), and this Modification Agreement is further subject to my compliance with the requirements of FHA under this modification program (the "Program") as announced from time to time.

I understand that after I sign and return two copies of this Agreement to the Lender/Mortgagee, the Lender/Mortgagee will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied and the Lender/Mortgagee has executed a counterpart of this Agreement.

**1. My Representations.** I certify, represent to Lender/Mortgagee and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I live in the Property as my principal residence, and the Property has not been condemned;
- C. There has been no change in the ownership of the Property since I signed the Loan Documents;
- D. I have provided documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the Program);
- E. Under penalty of perjury, all documents and information I have provided to Lender/Mortgagee in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
- F. If Lender/Mortgagee requires me to obtain credit counseling in connection with the Program, I will do so; and
- G. I have made or will make all payments required under a Trial Period Plan or Loan Workout Plan.

**2. Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:

- A. TIME IS OF THE ESSENCE under this Agreement. This means I must make all payments on or before the days that they are due;
- B. If prior to the Modification Effective Date as set forth in Section 3 the Lender/Mortgagee determines that any of my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In that event, the



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Loan Number 1687690309

Lender/Mortgagee will have all of the rights and remedies provided by the Loan Documents; and

- C. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender/Mortgagee a copy of this Agreement signed by the Lender/Mortgagee, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender/Mortgagee will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.
- D. I understand and agree that if I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents, I am voluntarily entering into this modification for the benefits to be obtained thereby and not as a reaffirmation of the debt evidenced by the Note, and I further understand and agree, and the Lender/Mortgagee, by its execution of this Agreement also agrees, that nothing contained herein is intended to impose personal liability for the Loan in violation of such discharge.
3. **The Modification.** If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on **NOVEMBER 01, 2014** (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any payments as a precondition to this modification under a workout plan or trial period plan, this modification will not take effect. The first modified payment will be due on **NOVEMBER 01, 2014**.
- A. The new Maturity Date will be: **OCTOBER 01, 2044**.
- B. The modified principal balance of my Note may include amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender/Mortgagee but not previously credited to my Loan. The new principal balance of my Note will be **\$171,214.75** (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid Interest that is added to the outstanding principal balance, which would not happen without this Agreement.
- C. Interest at the rate of **4.500%** will begin to accrue on the New Principal Balance as of **OCTOBER 01, 2014** and the first new monthly payment on the New Principal Balance will be due on **NOVEMBER 01, 2014**. My payment schedule for the modified loan is as follows:



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Loan Number 1687690309

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins on	Number of Monthly Payments
1-30	4.500%	10/01/2014	\$867.52	\$410.87 May adjust periodically	\$1,278.39 May adjust periodically	11/01/2014	360

\*The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified loan will be the minimum payment that will be due each month for the remaining term of the loan. My modified loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest to be added to the outstanding principal balance.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.
- F. I agree to pay in full the Deferred Principal Balance and any other amounts still owed under the Loan Documents by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the New Maturity Date.
4. **Additional Agreements.** I agree to the following:
- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the

FHA/HOME AFFORDABLE MODIFICATION AGREEMENT with PRA 09-16-2011 ver. 10\_01\_2014\_23\_02\_36 WF466

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Loan Number 1687690309

borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender/Mortgagee has waived this requirement in writing.

- B. That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender/Mortgagee.
- C. To comply, except to the extent that they are modified by this Agreement, or by the U.S. Bankruptcy Code, with all covenants, agreements, and requirements of FHA in connection with the Program, and the Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. If under applicable law, a servicer may not establish an escrow account for the subject mortgage loan.
- E. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, or by the U.S. Bankruptcy Code, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, or by the U.S. Bankruptcy Code, the Lender/Mortgagee and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, I agree as follows: If all or any part of the Property or any interest in it is sold or transferred without Lender's/Mortgagee's prior written consent, Lender/Mortgagee may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, Lender/Mortgagee shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender/Mortgagee exercises this option, Lender/Mortgagee shall give me notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender/Mortgagee may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- H. That, as of the Modification Effective Date, I understand that the Lender/Mortgagee will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- I. That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.
- J. That, I will cooperate fully with Lender/Mortgagee in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or



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required by the Lender's/Mortgagee's procedures to ensure that the modified mortgage loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and notwithstanding anything else to the contrary in this Agreement, the Lender/Mortgagee does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.

- K. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Plan if an error is detected after execution of this Agreement. I understand that a corrected Agreement will be provided to me and this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrected Agreement, the terms of the original Loan Documents shall continue in full force and effect such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Home Affordable Modification program.
- L. Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender/Mortgagee and Lender's/Mortgagee's successors and assigns, MERS has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender/Mortgagee including, but not limited to, releasing and canceling the mortgage loan.
- M. That Lender/Mortgagee will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the Trial Period Plan and this Modification Agreement by Lender/Mortgagee to (a) the U.S. Department of the Treasury, (b) Fannie Mae and Freddie Mac in connection with their responsibilities under the Home Affordability and Stability Plan; (c) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (d) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (e) any HUD certified housing counselor.
- N. I agree that if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, I will comply with the Lender's/Mortgagee's request to execute, acknowledge, initial and deliver to the Lender/Mortgagee any documentation the Lender/Mortgagee deems necessary. If the original promissory note is replaced, the Lender/Mortgagee hereby indemnifies me against any loss associated with a demand on the original note. All documents the Lender/Mortgagee requests of me under this Section 4. N. shall be referred to as "Documents." I agree to deliver the Documents



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within ten (10) days after I receive the Lender's/Mortgagee's written request for such replacement. This Agreement may be executed in multiple counterparts.

- O. That, if I am in bankruptcy upon execution of this document, I will cooperate fully with Lender in obtaining any required bankruptcy court and trustee approvals in accordance with local court rules and procedures. I understand that if such approvals are not received, then the terms of this Agreement will be null and void. If this Agreement becomes null and void, the terms of the original Loan Documents shall continue in full force and effect and such terms shall not be modified by this Agreement.
- P. If I receive a separate notice from Lender/Mortgagee that I am required to attend additional debt management counseling, I agree to promptly attend such counseling and provide evidence of attendance to Lender/Mortgagee upon request.
- Q. I acknowledge and agree that if the Lender/Mortgagee executing this Agreement is not the current holder or owner of the Note and Mortgage, that such party is the authorized servicing agent for such holder or owner, or its successor in interest, and has full power and authority to bind itself and such holder and owner to the terms of this modification.

(SIGNATURES CONTINUE ON FOLLOWING PAGES)



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Loan Number 1687690309

### TO BE SIGNED BY BORROWER/CO-OWNER/BORROWER'S AND CO-OWNER'S SPOUSE OR DOMESTIC PARTNER ONLY

**BORROWER SIGNATURE PAGE TO HOME AFFORDABLE MODIFICATION AGREEMENT BETWEEN JPMORGAN CHASE BANK, NA And MARVIA OLIVER AND EVA L CURTIS NOT AS TENANTS IN COMMON OR TENANTS BY THE ENTIRETY BUT AS JOINT TENANTS, LOAN NUMBER 1687690309 WITH A MODIFICATION EFFECTIVE DATE OF November 01, 2014**

In Witness Whereof, the Borrower(s) have executed this agreement.

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 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 this Agreement and the Loan Documents.

*[Signature]*  
 \_\_\_\_\_  
 MARVIA OLIVER

*[Signature]*  
 \_\_\_\_\_  
 EVA L CURTIS

Date: 10,10,14

Date: 10,10,14

State of ILLINOIS )  
 County of COOK ) ss.

This instrument was acknowledged before me on Oct 10  
2014 by MARVIA OLIVER and EVA L CURTIS.

*[Signature]*  
 \_\_\_\_\_  
 Signature of Notary Public

(SEAL)



My Commission expires: June 8, 2016





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Loan Number 1687690309

### TO BE SIGNED BY LENDER/MORTGAGEE ONLY

**LENDER/MORTGAGEE SIGNATURE PAGE TO HOME AFFORDABLE MODIFICATION AGREEMENT BETWEEN JPMORGAN CHASE BANK, NA And MARVIA OLIVER AND EVA L CURTIS NOT AS TENANTS IN COMMON OR TENANTS BY THE ENTIRETY BUT AS JOINT TENANTS, LOAN NUMBER 1687690309 WITH A MODIFICATION EFFECTIVE DATE OF November 01, 2014**

In Witness Whereof, the Lender/Mortgagee has executed this Agreement.

Lender/Mortgagee

JPMORGAN CHASE BANK, NA

By: 

Printed Name:

Todd Hale  
Vice President

Date: 10-22-2014



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Loan Number 1687690309

State of MICHIGAN  
County of OAKLAND

Acknowledged by Todd Hale, Vice President of JPMORGAN CHASE  
BANK, NA, a national banking association before me on the 21 day of

Oct 2014

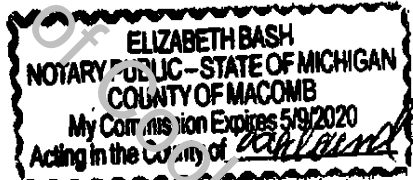
Signature *Elizabeth Bash*

Printed name Elizabeth Bash

Notary public, State of MICHIGAN, County of OAKLAND

My commission expires May 9, 2020

Acting in the County of OAKLAND



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Illinois Anti-Predatory  
Lending Database  
Program

Certificate of Exemption

Report Mortgage Fraud  
800-532-8785

The property identified as: **PIN: 16-05-217-008-0000**

**Address:**

**Street:** 1335 N MASON AVE

**Street line 2:**

**City:** CHICAGO

**State:** IL

**ZIP Code:** 60651

**Lender:** Secretary of the U.S. Department of Housing & Urban Development

**Borrower:** MARVIA OLIVER & EVA L CURTIS

**Loan / Mortgage Amount:** \$34,811.89

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:** 45B87479-1FEC-4296-9200-ADE333378F5C

**Execution date:** 10/10/2014

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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**

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**SUBORDINATE MORTGAGE**

1687690309

FHA Case Number 703 137-3803713

This SUBORDINATE MORTGAGE ("Security Instrument") is given on OCTOBER 03, 2014.

The Mortgagor(s) are MARVIA OLIVER AND EVA L CURTIS NOT AS TENANTS IN COMMON OR TENANTS BY THE ENTIRETY BUT AS JOINT TENANTS whose address is 1335 N MASON AVE, CHICAGO, ILLINOIS 60651 (Borrower).

This Security Instrument is given to the Secretary of the U.S. Department of Housing and Urban Development, whose address is U.S. 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 THIRTY-FOUR THOUSAND EIGHT HUNDRED ELEVEN AND 89/100THS (U.S. \$34,811.89).

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 OCTOBER 01, 2044.

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 the Security Instrument and the Note. For this purpose, the Borrower does hereby mortgage, warrant, grant and convey to the Lender/Mortgagee, the following described property located in COOK County ILLINOIS:

**LEGAL DESCRIPTION:**

THE LAND REFERRED TO IS SITUATED IN THE STATE OF ILLINOIS, COUNTY OF COOK, CITY OF CHICAGO, AND DESCRIBED AS FOLLOWS: LOT 29 IN BLOCK 3 IN WASSSELL AND BRAMBER'S AND COMPANY'S AUSTIN HOME ADDITION BEING A SUBDIVISION OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 39

FHA Subordinate Security Instrument

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 FM119  
 (page 1 of 5 pages)



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NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.  
 SUBJECT TO: COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD; PRIVATE, PUBLIC  
 AND UTILITY EASEMENTS. APN: 16-05-217-008-0000  
 Tax Parcel No: 16-05-217-008-0000

which has the address of 1335 N MASON AVE, CHICAGO, ILLINOIS 60651, ("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 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



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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: U.S. 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 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.** Lender/Mortgagee 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 sums secured by this Security Instrument and sale of the Property. The notice shall further inform the 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/Mortgagee, 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/Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph, including but not limited to reasonable attorneys' fees and costs and costs of title evidence.

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 Paragraph 7 of the 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



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

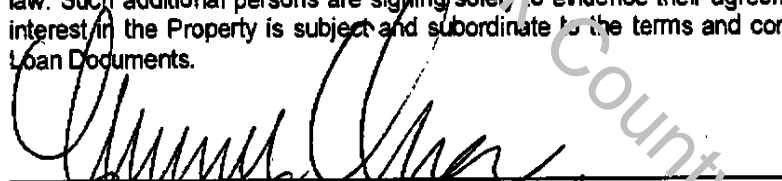
8. Release. Upon payment of all sums secured by this Security Instrument, Lender/Mortgagee shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

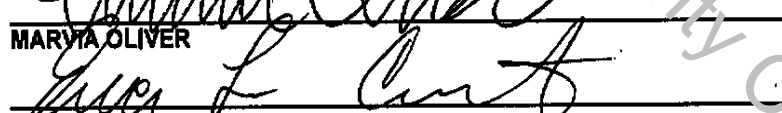
BY SIGNING BELOW, the Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by the Borrower and recorded with it.

\_\_\_\_\_  
[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/curtsey/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.

  
\_\_\_\_\_  
MARVIA OLIVER

Date: 10<sup>5</sup> 10 14

  
\_\_\_\_\_  
EVA L CURTIS

Date: 10 10 14

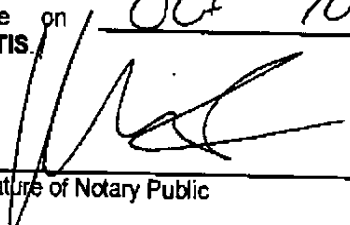


# UNOFFICIAL COPY

State of ILLINOIS

County of COOK ) ss.

This instrument was acknowledged before me on OCT 10  
2014 by MARVIA OLIVER AND EVA L CURTIS.

  
Signature of Notary Public

My Commission expires: June 8, 2016

(SEAL)



FHA Subordinate Security Instrument

CR31686CR31692  
FM119  
(page 5 of 5 pages)



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