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Doc#. 1604949084 Fee: \$60.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 02/18/2016 09:06 AM Pg: 1 of 7

After Recording Return To: Ocwen Loan Servicing, LLC Attn: HAMP Modifications P.O. Box 24737 West Palm Beach, FL 33416 Investor #: 12280 [Space Above This Line for Recording Data] SUBORDINATE MORTGAGE Ocwen Loan Servicing, LLC Servicer: Original Mortgagor / Maker: DENISE PRIDGEON Marital Status: SINGLE Original Mortgagee / Payee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MEPS"). SOLELY AS NOMINEE FOR INDYMAC BANK, F.S.B., A FEDERAL Y CHARTERED SAVINGS BANK Original Amount: 321,095.00 Original Mortgage Date: OCTOBER 27, 20% Date Recorded: - NOVEMBER 19, 2008 Reel / Book: Page / Liber: 0832403099 CRFN / Document/Instrument #: AP# / Parcel #: 31-12-306-046-0000 3013 MACHEATH CRESENT **Property Address:** City: FLOSSMOOR State. ILLINOIS County: COOK Present Holder of the Note and Lien: OCWEN LOAN SERVICING, LLC Holder's Mailing Address: 5720 Premier Park Dr, (Including county) West Palm Beach, FL 33407 Palm Beach County New Money \$ 100 (1900) LEGAL DESCRIPTION: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF Registered Land (OH Only): ☐ YES □ NO AFN# (OH Only): District (NYC Only): \_\_\_\_\_ Section: \_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_

Square:

District (MA Only):

Lot (DC Only): \_\_\_\_\_

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### UNOFFICIAL COPY (14-790)-000065-001-30-000-000

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Recording Requested By: Ocwen Loan Servicing, LLC

When Recorded Return to:

Ocwen Loan Servicing, LLC
Attention: Modification Processing
PO Box 24737
West Palm Beach, FL 33416-9838

Loan Number: **7195393785** FHA Case No. **137-4282326** 

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#### SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on 12/24/2015. The Mortgagor is Denise Pridgeon, whose address is 3013 Macheath Cres, Flossmoor, IL 60422 ("Borrower"). This Security is given to the Secretary of Housing and Urban Development, whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of U.S. \$88,983.18. This riebt is evidenced by Borrower's note dated the same date as this Instrument ("Note"), which provides for the full dabt, if not paid earlier, due and payable on 12/1/2045. This Security Instrument secures Lender: (a) the repayment of all 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 does hereby mortgage, warrant, grant and convey to the Lender, with power of sale the following described property located in Cook County, IL:

See attached Legal Description

Which has the address of 3013 Macheath Cres, Flossmoor, IL 60422 ("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 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.

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Borrower and Lender covenant agree as follows:

#### 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 sum secured by this Security Instrument granted by Lender to any successor in the interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in the interest. Lender shall not be required to commerce proceedings against any successors in the interest or refuse to extend time for payment of 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 the interest. Any forbearance by Lender in exercising any right or remedy and not be a waiver of or preclude the exercise of any right or remedy.
- 3. Successors and Assigns Bound; Wint and Several Liability: Co-signers. The covenants and agreements of this Security Instrument shall bind and benufit 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 rerms of this Security Instrument; (b) is not personally obligated to pay the sum 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 of the Note without that Borrower's consent.
- 4. Notices. Any notices to Borrower provided for in this Security instrument shall be given by delivering it by mailing it by first class mail unless applicable law requires use or 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 20419 or any address Lender designates by notice to Borrower or Lender when given as provided in this paragraph.
- 5. Governing Law: Severability. This Security Instrument shall be governed by Federal 1 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 conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- 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 the 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. 3751et seq.) by requesting a foreclosure commissioner designated under the 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.



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

Witness Signature Symman Sulf		1	Seal)
Print longuan Jutch		Denise Pridgeon  Borrower	
Signature			
Print E. SANTES			
Witness			
Signature	U)s		
		(	Seal)
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		Borrower	
Signature			
Print			



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#### **BORROWER ACKNOWLEDGMENT**

State of TL

County of DUDCIGE

On this 1 day of 1010 before me, the undersigned, a Notary Public in and for said county and state, personally appeared Denis ridgeon personally known to me or identified to my satisfaction to be the person(s) who executed the within instrument, and they duly acknowledged that said instrument is their act and deed, and that they, being authorized to at 50, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.

Notary Public

My Commission Expires: 5

Liazmin Bue

JAZMIN BUE OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires May 29, 2018

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### Certificate of Preparation

This is to certify that this instrument was prepared by Ocwen Loan Servicing, LLC, one

of the parties named in the instrument.

(Alison Rivera) LOSS MITIGATION

The County of Coot County Clerk's Office Ocwen Loan Servicing LLC Loss Mitigation Department 5720 Premier Park Dr West Palm Beach, FL 33407

1-800-850-4622

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#### EXHIBIT "A"

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS, TO-WIT:

LOT 29 IN HEATHER HILL 3RD ADDITION, UNIT 7, BEING A SUBDIVISION OF PART OF OUTLOT "C" OF HEATHER FIRST ADDITION, BEING RAYMOND L. LUTGERT'S SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PART OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 26, 1973 AS DOCUMEN \$22415276, IN COOK COUNTY, ILLINOIS.

SUBJECT TO: GENERAL REAL ESTATE TAXES NOT DUE AND PAYABLE AT THE TIME OF CLOSING; EULDING LINES AND BUILDING LAW AND ORDINANCES, USE ROCCUPAL
ONING LAWS AND
REMISES; PUBLIC AND C.
PUBLIC ROADS AND HIGHWAYS,
SUBJECT TO RESTRICTIONS, RESERVATIONS, L.
OR MINERAL RIGHTS OF RECORD, IF ANY. OR OCCUPANCY RESTRICTIONS, CONDITIONS AND COVENANTS OF RECORD; ZONING LAWS AND ORDINALICES WHICH FORM TO THE PRESENT USAGE OF THE PREMISES; PUBLIC AND UTILITY EASEMENTS WHICH SERVE THE PREMISES; AND

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS