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Doc#. 1718647127 Fee: \$56.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 07/05/2017 12:16 PM Pg: 1 of 5

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, 0.400 43219-6009

- [Space Above This Line For Recording Data]

SUBORDINATE MORTGAGE

FHA Case Number 703 137-6686268

This SUBORDINATE MORTGAGE ("Security Instrument") is given on MAY 30, 2017.

The Mortgagor(s) are CORIN/(L DUTA, AN UNMARRIED PERSON AND PEDRO M GONZALEZ JR, AN UNMARRIED PERSON whose address is 445 AMHERST LN, HOFFMAN ESTATES, ILLINOIS 60169 (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 Sirvet Southwest, Washington, DC 20410 (Lender/Mortgagee). The Borrower owes the Lender/Mortgagee the principal sum of ONE THOUSAND THREE HUNDRED SIXTY-SIX AND 67/100THS (U.S. \$1,366.67).

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 the and payable on JUNE 01, 2047.

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, the following described property located in COOK County, ILLINOIS:

LEGAL DESCRIPTION:

THE LAND REFERRED TO IS SITUATED IN THE COUNTY OF COOK, CITY OF HOFFMAN ESTATES AND STATE OF ILLINOIS, DESCRIBED AS FOLLOWS: LOT 8 BLOCK 134 IN THE HIGHLANDS AT HOFFMAN ESTATES XI BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 10, EAST OF THE THIRD

CR42439 FM119 (page 1 of 5 pages)

FHA Subordinate Security Instrument



1718647127 Page: 2 of 5

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PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 6, 1960 AS DOCUMENT 17848413 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS. PARCEL ID: 07-09-412-008-0000

Tax Parcel No: 07-09-412-008-0000

which has the address of 445 AMHERST LN, HOFFMAN ESTATES, ILLINOIS 60169, ("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."

Borrowe 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 juris diction to constitute a uniform security instrument covering real property.

The Borrower and the Lender/Mortgagee govenant 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 torbearance by the Lender/Mortgagee 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 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

CR42439 FM119 (page 2 of 5 pages)

FHA Subordinate Security Instrument



1718647127 Page: 3 of 5

UNOFFICIAL COPY

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 20410 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 Eorrower shall be given one copy of the Note and of this Security Instrument.

NON-UNIFORM COVENANTS. The Borrows: and the Lender/Mortgagee further covenant and agree as follows:

7. Acceleration; Remedies. Lender/Mortgages shall give notice to Borrower prior to acceleration following Borrower's breach of any coverent 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 of the property of 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 ron-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

CR42439 FM119 (page 3 of 5 pages)

FHA Subordinate Security Instrument



1718647127 Page: 4 of 5

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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.

B': SIGNING BELOV	V, the Borrower accepts a	and agrees to the term	s contained in this
Security Instrument and in an			

iSpace Below This Line For Borrower Acknow	wledgement]
Borrower - CORINA LEUTA (Mrist Be Signed Exactly as Printed)	Date: <u>U_/P_/</u>
Borrower - PEDRO M GONZALEZ JR ((Must Be Signed Exactly as Printed)	Date: 6 1/9 1/7
	T'S OFFICE

CR42439 FM119 (page 4 of 5 pages)

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State of ILLINOIS)	
County of)
This instrument was acknowledged befor 2017 by CORINA L DUTA AND PEDR	
	DC
(SEAL)	Signature of Notary Public My Commission expires: 2/14/2019
	My Commission expires: $\frac{2/14/2019}{}$
OFFICIAL SEAL RYAN A LEISCHNER Notary Public - State of Illinois My Commission Expires Feb 14, 2018	
	County Clark's Office
	4hz
	C
	'Q/Z.
	Ox
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CR42439 FM119 (page 5 of 5 pages)