Doc#. 2034419028 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 12/09/2020 09:40 AM Pg: 1 of 5

SPACE ABOVE RESERVE FOR RECORDING

SULORDINATE MORTGAGE

After Recording Return To: Old Republic Servicing Solutions P.O. BOX 250, ORANGE CA 92856 **Prepared By:** Kristen McIntosh Fifth Third Bank - (513) 358-3027 5001 Kingsley Dr, Cincinnati OH 45227

Order #: 02-20029980 Parcel #: 15-28-429-012-0000 Loan No.: 415732916 Borrower: MILLER

THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY. OLD REFUBLIC NATIONAL TITLE INSURANCE COMPANY ASSUMES NO LIABILITY AS TO ITS EXECUTION OR AS TO ITS AFFECT UPON THE TITLE.

"I AFFIRM, UNDER PENALTY OF PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW."

Jillian Petry, Recording Specialist
Old Republic Servicing Solutions, PO Box 250, Orange CA 92856, (714) 385-3500

THIS COVER SHEET HAS BEEN ADDED TO ALLOW ADEQUATE ROOM FOR RECORDING INFORMATION.

THIS PAGE MAY BE RECORDED LAST OR REMOVED IF NECESSARY.

Space above for recording.

SUBORDINATE MORTGAGE

FIFTH THIRD BANK
MADISONVILLE OFFICE BUILDING
5001 KINGSLEY DRIVE
Mail Drop 1MOB-AL
CINCINNA 11, OH 45227-1114

Accommodation

Kristen McIntosh 513-358-3027 Thuster Metals 1376845764

Date: September 26, 2020 Account: ******2916

THIS SUBORDINATE MORTGAGE is given on September 26, 2020. The Mortgagor is: MATTHEW S MILLER, MAUREEN M MILLER whose address is:

1136 NEWBERRY AVE. LA GRANGE PARK, IL. 60526

This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street SW, Washington, D.C. 20410, Borrow o ves Lender the principal sum of Eleven Thousand Five Hundred Seventy-Three and 53/100 (U.S. \$11,573.53). This debt is evidenced by Borrower's note dated the same date as this Security Instrument, which provides for the full debt, if not paid earlier, due and payable on 09/01/2042.

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 the 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:

which has the address of:

07191121 tate: 8-3-2012 YECCY 22 dotate: 8-9-2012 DCC #1222219013 1136 NEWBERRY AVE. Parcel ID-15-20 1129-012-0000-

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. This Security Instrument shall also cover all replacements and additions. 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.

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 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 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 conder in exercising any right or remedy shall not be a waiver or preclude the exercise of any right or remedy.

3. Successors and Assigns Bound; Joint and Several Liability; Co-signers.

The covenants and agraments of this Security Instrument shall bind and benefit the successor and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who cosigns 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 this 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 extand, 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 provide 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 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 De relopment, Attention: Single Family Notes Branch, 451 Seventh Street, SW, Washington, D.C. 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 prisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument of the Mote 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.

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 Paragraph 4 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. § 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 Lender under this paragraph or applicable law.

LIDN 419

By signing this document, you are agreeing to the terms and conditions stated herein.
MATTHEWS MILLER - Borrower Date MAULEN MILLER - Borrower Date 10/3/20
MAUREEN M MILLER - Borrower Date
INDIVIDUAL ACKNOWLEDGMENT
STATE OF SS.
Before me a Notary Public in and for said County and State personally appeared MATTHEW S MILLER, MAUREEN M MILLER, who is/re personally known to me or who has produced sufficient evidence of identification and who did take an oath and who care led the foregoing conveyance to Fifth Third Bank, National Association and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned. IN WITNESS WHEREOF, have hereunto affixed my name and official seal this
CORPORATE ACKNOWLEDGEMENT KUMDUM JOURNAL FIFTH THIRD BANK, NATIONAL ASSOCIATION STATE OF Ohio, COUNTY OF Hamilton ss. Kimberly Taylor Officer (Seal) 513-358-3303
Before me, a Notary Public in and for said County and State person !!!y appeared Fifth Third Bank, National Association by
IN WITNESS WHEREOF, I have hereunto affixed may name and official seal this day of Otto ber 20 30.
Notary Public My Commission Expires 11-16-20-33



DIANN R. BEATTY Notary Public, State of Chio My Commission Expires 11-18-2023

Legal Description

LOT 220 IN ELM TERRACE A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER (EXCEPT THE WEST 30 RODS THEREOF) IN SECTION 28, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 15-28-429-012-0000

Property of Cook County Clark's Office Property Address: 1136 Newberry, LaGrange, IL 60526

Legal Description

N01120955/27