

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program

Doc#: 2113713003 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 05/17/2021 09:15 AM Pg: 1 of 7

### Certificate of Exemption



**Report Mortgage Fraud**  
**844-768-1713**

The property identified as: **PIN: 20-04-326-031-0000**

210222892

**Address:**

**Street:** 4646 S EMERALD AVE

**Street line 2:**

**City:** CHICAGO

**State:** IL

**ZIP Code:** 60609

**Lender:** SECRETARY OF HOUSING AND URBAN DEVELOPMENT

**Borrower:** SERGIO MAGANA AND MARY C MAGANA

**Loan / Mortgage Amount:** \$32,872.95

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 or person.

**Certificate number:** 9480650B-3F6B-4740-8769-E1EEADE9F6C4

**Execution date:** 4/21/2021

# UNOFFICIAL COPY

**Requested By and  
When Recorded Return To:  
ServiceLink Loan Mod Solutions  
3220 El Camino Real  
Irvine, CA 92602  
(800) 934-3124**

**\* FIFTH THIRD BANK  
MADISONVILLE OFFICE BUILDING  
5001 KINGSLEY DRIVE  
Mail Drop 1MOB-AL  
CINCINNATI, OH 45227-1114**

Space above for recording.

### SUBORDINATE MORTGAGE

*\* Prepared by:  
Gail Coleman  
513-365-2687  
Wail Coleman*

FHA Case No.  
1375961154

410703805

210222892

Date: April 21, 2021  
Account: \*\*\*\*\*3805

THIS SUBORDINATE MORTGAGE is given on April 21, 2021. The Mortgagor is: SERGIO MAGANA, MARY C MAGANA

whose address is:

*Origination: 12-15-2010* 4646 S EMERALD AVE  
CHICAGO, IL, 60609

*Recorded: 12-27-2010 Doc #: 1036157614*

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, Borrower owes Lender the principal sum of Thirty-Two Thousand Eight Hundred Seventy-Two and 95/100 (U.S. \$32,872.95). 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 01/01/2041.

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:

*Pin: 20-04-326-031-0000*

4646 S EMERALD AVE  
CHICAGO, IL, 60609

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 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.

# UNOFFICIAL COPY

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 Lender 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 agreements 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 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 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 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 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 Development, 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 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.

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.

# UNOFFICIAL COPY

By signing this document, you are agreeing to the terms and conditions stated herein.

[Signature]  
SERGIO MAGANA - Borrower

5-2-2021  
Date

[Signature]  
MARY C MAGANA - Borrower

5-2-2021  
Date

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS, COUNTY OF COOK ss.

Before me a Notary Public in and for said County and State personally appeared SERGIO MAGANA, MARY C MAGANA, who is/are personally known to me or who has produced sufficient evidence of identification and who did take an oath and who executed 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, I have hereunto affixed my name and official seal this 2<sup>nd</sup> day of May, 2021.

[Signature]  
Notary Public  
My Commission Expires 12/3/23



DO NOT WRITE BELOW THIS LINE. FOR FIFTH THIRD USE ONLY.

### CORPORATE ACKNOWLEDGEMENT

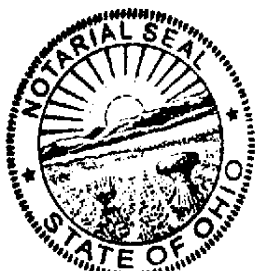
FIFTH THIRD BANK, NATIONAL ASSOCIATION [Signature] (Seal)

STATE OF Ohio, COUNTY OF Hamilton ss.

Before me, a Notary Public in and for said County and State personally appeared Fifth Third Bank, National Association by Misty Rowe, its Officer, the individual who executed the foregoing instrument and acknowledged that she/he did read the same and did sign the foregoing instrument and that the same is her/his free act and deed and the free act and deed of Fifth Third Bank, National Association.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal this 6 day of May, 2021.

[Signature]  
Notary Public  
My Commission Expires 11-16-2023



DIANN R. BEATTY  
Notary Public, State of Ohio  
My Commission Expires 11-16-2023

# UNOFFICIAL COPY

## SAME NAME AFFIDAVIT

STATE OF:

COUNTY OF:

THE UNDERSIGNED, after being duly sworn upon, oath deposes and says:  
That in reference to the transaction of the property located at:

4646 S EMERALD AVE  
CHICAGO, IL 60609

Appears on some modification documents as:

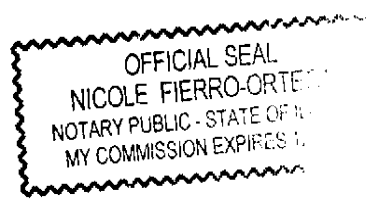
SERGIO MAGANA  
S. MAGANA


I hereby certify that the above are all one and the same.

SIGNED this 2<sup>nd</sup> day of May, 2021.

  
\_\_\_\_\_  
SERGIO MAGANA

Subscribed and sworn before this 2<sup>nd</sup> day of May, 2021



  
\_\_\_\_\_  
Notary Public

State/Commonwealth of:  
  
Acting in the County/Parish of:  
  
My Commission Expires:

# UNOFFICIAL COPY

## SAME NAME AFFIDAVIT

STATE OF:

COUNTY OF:

THE UNDERSIGNED, after being duly sworn upon, oath deposes and says:  
That in reference to the transaction of the property located at:

4646 S EMERALD AVE  
CHICAGO, IL 60609

Appears on some modification documents as:

MARY C MAGANA  
MARY MAGANA

I hereby certify that the above are all one and the same.

SIGNED this 2<sup>nd</sup> day of May, 2021.

Mary C. Magana  
\_\_\_\_\_  
MARY C MAGANA

Subscribed and sworn before this 2 day of May, 2021

Nicole Fierro-Ortega  
\_\_\_\_\_  
Notary Public



State/Commonwealth of:

Acting in the County/Parish of:

My Commission Expires:

# UNOFFICIAL COPY

**LEGAL DESCRIPTION:**

**LOT 7 IN BLOCK 2 IN MARIA LAMB'S SUBDIVISION OF BLOCK 12 AND THE EAST 8.00 FEET OF LOT 14 OF THE ASSESSOR'S DIVISION OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

Property of Cook County Clerk's Office