

# UNOFFICIAL COPY

Doc#: 2116828896 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 06/17/2021 10:04 AM Pg: 1 of 5

File Number: ORG-24812

This instrument prepared by: Ross M. Rosenberg, Esq., Rosenberg LPA, Attorneys At Law,  
9078 Union Centre Blvd., Suite 350, West Chester, Ohio 45069 (513) 247-9605.

After Recording, Send To:  
Title365/Recording Team  
345 Rouser Rd., Building 5, Suite 300  
Coraopolis, PA 15108

## SUBORDINATION OF MORTGAGE

This Subordination of Mortgage is Made By **The Secretary of Housing and Urban Development** ("Mortgagee"), under the following circumstances:

A. Mortgagee is the holder of a Mortgage (the "Existing Mortgage") described as follows:

**BORROWER: Cynthia Jernigan**  
**LENDER: The Secretary of Housing and Urban Development**  
**DATE EXECUTED: 07/24/2018**  
**DATE RECORDED: 08/23/2018**  
**RECORDED AT: Cook County, Illinois as Instrument 1823519357**  
**AMOUNT: \$49,317.86**

which is a lien on the real estate described below (the "Property").

**The North 10 feet of Lot 42, all of Lot 43, and Lot 44 (except the North 20 feet thereof) in Block 6 in East Washington Heights, being a Subdivision of the West 1/2 of the Northwest 1/4 and the Southwest 1/4 of Section 9, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.**

**APN: 25-09-109-076-0000**

**Property Address: 9613 South Emerald Avenue, Chicago, IL 60628**

B. Lender, **NATIONSTAR MORTGAGE, D/B/A MR. COOPER**, will be making a loan secured by a mortgage, in the maximum principal amount not to exceed \$118,562.00 (One Hundred Eighteen Thousand Five Hundred Sixty Two Dollars and Zero Cents), to Cynthia

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Jernigan as Borrower and ("New Mortgage"), which will be a lien on the Property.

C. As part of the consideration for Lender's agreement to make the loan secured by the New Mortgage, and to induce Lender to make that loan, Mortgagee has agreed to subordinate the lien of the Existing Mortgage to the lien of the New Mortgage, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, Mortgagee and Lender agree as follows:

1. Mortgagee hereby subordinates the lien of the Existing Mortgage to the lien of the New Mortgage; however, this subordination shall not otherwise affect the validity or priority of the Existing Mortgage.

2. This Subordination Agreement is made on the understanding that Mortgagee shall not be responsible for any of the obligations of Borrower contained in or secured by the New Mortgage.

3. This Subordination Agreement shall be binding upon and inure to the benefit of Lender and Mortgagee and their respective successors and assigns.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**The Secretary of Housing and Urban Development**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ its \_\_\_\_\_ on behalf of **The Secretary of Housing and Urban Development** who is personally known to me or has produced \_\_\_\_\_ as identification, and furthermore, the aforementioned person has acknowledged that his/her signature was his/her free and voluntary act for the purposes set forth in this instrument.

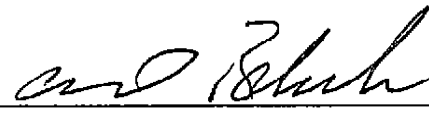
\_\_\_\_\_  
Notary Public

**SEE ATTACHED PAGE**

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Mortgagor: Cynthia Jernigan  
FHA Case Number: 137-8733238

IN WITNESS WHEREOF, the undersigned, Chad Beleele-Subordinate Mortgage Department/Novad Management Consulting, LLC Attorney-in-Fact for Secretary of Housing & Urban Development, has hereunto set his hand for and on behalf of the Secretary.


By:   
Chad Beleele  
Supervisor-Subordinate Mortgage Department /Novad Management Consulting, LLC Attorney-in-Fact for Secretary of Housing & Urban Development

STATE OF OKLAHOMA )  
                                  ) SS.  
COUNTY OF OKLAHOMA )

On April 19, 2021, before me, the undersigned Notary Public in and for Oklahoma County, Oklahoma, personally appeared Chad Beleele, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument he is the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal

My Commission Expires: 04/08/2023

  
Notary Public  
Commission Number: #: 19003660



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April 19, 2021

RE: Subordination of HUD's Partial Claim Mortgage

Mortgagor: Cynthia Jernigan  
FHA Case Number: 137-8733238

Enclosed please find the original, signed, and notarized Subordination of Lien as you requested on behalf of the mortgagor.

You are authorized to use this subordination only if this is correct and you will follow these instructions. If you cannot follow these instructions or if facts are not as originally provided, void this subordination and contact our office for further instructions. Note that HUD's agreement to subordinate is specifically based on the new loan terms as presented by you in your request. If there are any changes to the terms, this subordination is not authorized.

Please be advised that once HUD executes the subordination agreement, none of the documents submitted shall be changed without HUD approval. Moreover, the subordination agreement CANNOT be altered in any fashion by the closing agent or Mortgagee. Only a HUD official may make changes to the subordination agreement. If you or your agent makes any changes to an executed HUD subordination agreement, you will be subject to criminal, civil, or administrative sanctions, as well as required to pay any penalties or loss to the government.

If the original approved subordination is altered in anyway, you and the lender will be referred to the Office of Inspector General for possible sanctions.

**You must advise the borrower that without this subordination, or if the subordination is voided by any of the above actions, the Partial Claim will become due and payable once the prior FHA Insured loan is terminated. As such, the borrower will have to remit the funds to HUD within 30 days.**

**This approval is valid for 30 days from the date of this letter. Please provide proof that loan has closed and that the subordination has been sent for recording to [subordinations@novadconsulting.com](mailto:subordinations@novadconsulting.com).**

It is your responsibility to provide a copy of the recorded subordination to HUD by providing it to the below address:

**NOVAD MANAGEMENT CONSULTING**  
**Attention: Subordinate Mortgage Department**  
2401 NW 23<sup>rd</sup> St., Ste. 1A1  
Oklahoma City, OK 73107

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EXHIBIT "A"

The land hereinafter referred to is situated in the City of Chicago, County of Cook, State of IL, and is described as follows:

The North 10 feet of Lot 42, all of Lot 43, and Lot 44 (except the North 20 feet thereof) in Block 6 in East Washington Heights, being a Subdivision of the West 1/2 of the Northwest 1/4 and the Southwest 1/4 of Section 9, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Being that parcel of land conveyed to Cynthia Jemigan, SINGLE WOMAN from SLC Construction, Inc., an Indiana Corporation by that deed dated 12/12/2016 and recorded 12/22/2016 in Instrument 1635755036, of the Cook County, IL public registry. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows: None

Parcel ID(s): 25-09-109-076-0000

Property of Cook County Clerk's Office