

# UNOFFICIAL COPY

Doc#: 2121825432 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 08/06/2021 04:09 PM Pg: 1 of 7

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



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

The property identified as: **PIN: 20-35-300-033-0000** **210477517**

**Address:**

**Street:** 8322 S MARYLAND AVE

**Street line 2:**

**City:** CHICAGO

**State:** IL

**ZIP Code:** 60619

**Lender:** Secretary of Housing and Urban Development

**Borrower:** MAYA GRAY

**Loan / Mortgage Amount:** \$26,162.70

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:** DEF20208-43AA-4106-BF82-3172233DCF01

**Execution date:** 6/4/2021

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Space above for recording.

### SUBORDINATE MORTGAGE

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

*Prepared by:  
Gail Coleman  
513-358-2637  
Gail Coleman*

FHA Case No.  
1377361565

418357430

*20477517*

Where Recorded Return To:  
Sonic Link Loan Mod Solutions  
3220 El Camino Real  
Irvine, CA 92602

Date: June 4, 2021  
Account: \*\*\*\*\*7430

THIS SUBORDINATE MORTGAGE is given on June 4, 2021. The Mortgagor is: MAYA GRAY whose address is:

*Origination: 1-17-2013*

8322 S MARYLAND AVE  
CHICAGO, IL, 60619

*Recorded: 7-20-2013*

*Doc# 1320408226*

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 Twenty-Six Thousand One Hundred Sixty-Two and 70/100 (U.S. \$26,162.70). 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 08/01/2043.

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: 20-35-300-023-0000*

8322 S MARYLAND AVE  
CHICAGO, IL, 60619

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.

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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 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. § 3151 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.

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

Maya Gray  
MAYA GRAY - Borrower

7/21/21  
Date

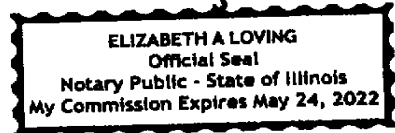
### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois, COUNTY OF Cook ss.

Before me a Notary Public in and for said County and State personally appeared MAYA GRAY, 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 21<sup>st</sup> day of July, 2021.

Elizabeth A. Loving  
Notary Public  
My Commission Expires May 24<sup>th</sup>, 2022



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

### CORPORATE ACKNOWLEDGMENT

Sharla Patey AVP

FIFTH THIRD BANK, NATIONAL ASSOCIATION Sharla Patey AVP (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 Sharla Patey AVP, its AVP, 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 26 day of July, 2021.

Diann R. Beatty  
Notary Public  
My Commission Expires 11-16-2023



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

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## Modification Bankruptcy Disclosure Rider

THIS MODIFICATION BANKRUPTCY RIDER, effective July 1, 2021, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by MAYA GRAY, (the Borrower(s) and Fifth Third Bank (the 'Lender') covering the property described in the Loan Modification Agreement located at: 9322 S MARYLAND AVE CHICAGO, IL 60619.

Borrower understands and acknowledges that if Borrower breaches any of the terms and conditions of the Loan Modification Agreement, including but not limited to timely making the payments described in the Loan Modification Agreement, that the Lender has the right to foreclose the Property in accordance with the terms and conditions of the underlying Security Instruments.

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

1. Borrower was discharged in a Bankruptcy proceeding after the execution of the Note and Security Instruments;
2. Borrower has or reasonably expects to have the ability to make the payments specified in the Loan Modification Agreement; and
3. The Loan Modification Agreement was entered into consensually and it does not affect the discharge of Borrower's personal liability on the Note;

Borrower understands and acknowledges that Borrower has had an opportunity to consult an attorney of Borrower's own choosing before Borrower executed the Loan Modification Agreement or this Modification Bankruptcy Disclosure Rider, and Borrower has either consulted with an attorney or has declined the opportunity to consult with an attorney.

I represent that I was discharged in a bankruptcy proceeding subsequent to the execution of the Note and Security Instrument. Borrower and Lender acknowledge and agree that the Loan Modification Agreement does not affect the discharge of the Borrower's personal liability on the debt.

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I know that I have a right to stop paying, but I know and agree that if I stop, you have the right to keep whatever payment I have already made.

I know that you have a procedure for sending periodic statements reflecting loan balances, and I authorize you to continue sending those to me, so I will have a record of my balance.

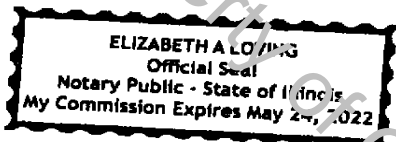
Because I may occasionally forget to make a payment, I want you to send me a reminder or make phone contact if and when I miss a payment. I want to do this as a service to me, and I am aware that you would not do this without my requesting it.

Maya Gray  
MAYA GRAY - Borrower

7/21/21  
Date:

July 21st, 2021

Date:  
By: [Signature]  
Fifth Third Bank



[Signature]  
BY: FIFTH THIRD BANK

7/26/21  
DATE:

Cook County Clerk's Office

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## Exhibit A

Situated in the County of Hamilton in the State of Ohio and in the Township of Delhi, in Section 17, Town 3, Fractional Range 1, and being all of the Lot No. 98 of Block "C", Part 2 of Debonair Acres Subdivision as recorded in Plat Book 144, pages 17 and 18 of the Hamilton County Ohio Records.

Parcel No. 540-0071-0481-00

Property Address: 428 Debonhill Court, Cincinnati, Ohio 45238

Property of Cook County Clerk's Office

H&T