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Doc#: 2323713040 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 08/25/2023 09:36 AM Pg: 1 of 16

Recording Requested By/Return To:
JPMORGAN CHASE BANK, N.A.
CHASE RECORDS CENTER
RE: COLLATERAL TRAILING
DOCUMENTS
PO BOX 8000
MONROE, LA 71203

This Instrument Prepared By:
JPMORGAN CHASE BANK, N.A.
3415 VISION DRIVE
COLUMBUS, OHIO 43230-6009

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MODIFICATION AGREEMENT

Loan Number 4400050470

This Modification Agreement ("Agreement") will become effective on: 1ST day of SEPTEMBER, 2023, between MANUEL NUNEZ AND MARIA NUNEZ, HUSBAND AND WIFE ("Borrower") and Lender or Servicer (the "Lender"). JPMORGAN CHASE BANK, N.A.

This agreement amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed ("Security Instrument"), and Timely Payment Rewards Rider, if any, dated APRIL 04, 2008 and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real property described in the Security Instrument and defined therein as the "Property", located at:

8430 LOVELAND LN, PALOS HILLS, ILLINOIS 60465

(Property Address)

If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I."
For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

The real property described being set forth as follows:

LEGAL DESCRIPTION:

THE LAND REFERRED TO IS SITUATED IN THE COUNTY OF COOK, CITY OF PALOS HILLS AND STATE OF ILLINOIS, DESCRIBED AS FOLLOWS: LOT 255 OF LESLIE C. BARNARD'S PALOS ON THE GREEN UNIT NO. 4, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS. PARCEL ID: 23-14-110-030

MODIFICATION AGREEMENT - BAU MOD GLOBAL
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WF632
(page 1 of 9 pages)



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Loan Number 4400050470

**REFERENCE NUMBERS OF DOCUMENTS MODIFIED
RECORDED MAY 19, 2008 INSTRUMENT NO. 0814005057**

Tax Parcel No: 23-14-110-030

If my representations in Section 1 continue to be true in all material respects, then the provisions of Section 2 of this Agreement will, as set forth in Section 2, amend and supplement (i) the Security Instrument, and (ii) the Note. The Security Instrument and Note together, as may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement have the meaning given to them in the Loan Documents.

If required, I have provided confirmation of my financial hardship and documents to permit verification of all of my income to determine whether I qualify for the offer described in this Agreement. This Agreement will not take effect unless and until the Lender signs it. I further understand and agree that the Lender will not be obligated or bound to make any modifications of the Loan Documents if I fail to meet any of the requirements under this Agreement.

1. My Representations. I represent to the Lender and agree:

- A. I am experiencing a financial hardship and, as a result, am either in default under the Loan Documents or a default is imminent.
- B. The Property is neither in a state of disrepair, nor condemned.
- C. There has been no impermissible change of ownership of the Property since I signed the Loan Documents. A permissible change of ownership would be any transfer that the Lender is required by law to allow, such as a transfer to add or remove a family member, spouse or domestic partner of the undersigned in the event of a death, divorce or marriage.
- D. I am not a party to any litigation involving the Loan Documents, except to the extent I may be a defendant in a foreclosure action.
- E. If required, I have provided documentation for all income that I earn.
- F. All documents and information I provide pursuant to this Agreement are true and correct.

2. The Modification. The Loan Documents are hereby modified as of **SEPTEMBER 01, 2023** ("Modification Effective Date"), and all unpaid late charges are waived. The first modified payment will be due on the date set forth in this Section 2:

- A. The Maturity Date will be: **DECEMBER 01, 2036.**
- B. The modified principal balance of my Note will include all unpaid amounts and arrearages (excluding unpaid late charges), any outstanding amounts the payment of which may have been previously deferred under any prior agreement, including any deferred principal balances or other deferred balances and may include amounts toward taxes, insurance, or



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Loan Number 4400050470

other assessments. The new principal balance of my Note is **\$19,142.66** ("New Principal Balance").

- C. Interest will begin to accrue on the New Principal Balance of **\$19,142.66** as of **AUGUST 01, 2023**. The first new monthly payment on the New Principal Balance will be due on **SEPTEMBER 01, 2023**, and monthly on the same date thereafter.

The payment schedule for the modified Loan is as follows:

Interest will accrue on the New Principal Balance at the rate of **7.375%** annually. The monthly payment amount for principal and interest will be **\$188.29**, which is an amount sufficient to amortize the New Principal Balance over a period of **160** months.

Years	Interest Rate	Interest Rate Change Date	Monthly Principal & Interest Payment Amount	Estimated Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins on	Number of Monthly Payments
13	7.375%	08/01/2023	\$188.29	\$0.00, may adjust periodically	\$188.29, may adjust periodically	09/01/2023	160

The above terms in this Section 2.C shall supersede any provisions to the contrary in the Loan Documents, including, but not limited to, provisions for an adjustable or step interest rate.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only option, or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified Loan will be the minimum payment due each month for the remaining term of the Loan. My modified Loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest being added to the outstanding principal balance.

If my loan is a daily simple interest loan or an average daily balance loan, I understand and agree that interest will accrue daily and payments will be applied as of the date received by the Lender according to the terms of the Loan Documents. Interest accrued by applying the ratio of the annual interest rate over the number of days in the year (365 or 366 in a leap year), multiplied by the principal balance, multiplied by the actual number of days the principal balance is outstanding.

All payment amounts specified in this Agreement assume that all payments will be made on the payment due date throughout the life of the loan. If I pay before or after the payment due date, the amount of interest will vary and, if my payment is an amortizing payment, the amount allocated between interest and principal will vary. For example, if I pay a monthly amortizing payment after the due date, more of the payment will go toward interest and less toward



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principal. As a result, the principal may be reduced more slowly over the term of the loan, and there could be a principal balance due at the maturity date of the loan. All accrued and unpaid interest and Escrow Items will be applied before any amounts are applied toward principal.

If there are any scheduled interest adjustment dates in this agreement, my monthly payment will be adjusted to an amount necessary to repay the remaining unpaid balance as of the interest rate adjustment date in substantially equal monthly installments of principal and interest over the remaining term of the loan, assuming I pay on the due date. The Lender will not accept multiple monthly payments in advance of their due date.

- D. Any amounts remaining unpaid under the Loan Documents, will be paid by the earliest of the date I sell or transfer an interest in the Property, subject to Section 3.E below, the date I pay the entire New Principal Balance, or the Maturity Date.
- E. I will be in default if (i) the monthly payments are not made in full by the payment date, or (ii) I do not comply with the terms of the Loan Documents, as modified by this Agreement. If a default rate of interest is permitted under the current Loan Documents, then in the event of default, the interest that will be due on the New Principal Balance will be the rate set forth in Section 2.C.

3. Additional Agreements. I agree to the following:

- A. That this Agreement shall supersede the terms of any modification, forbearance, or workout plan, if any, that I previously entered into with the Lender.
- B. To comply, except to the extent that they are modified by this Agreement, or by the U.S. Bankruptcy Code, with all covenants, agreements, and requirements of the Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, impounds, and all other payments, the amount of which may change periodically over the term of my Loan. This Agreement does not waive future escrow requirements. If the Loan includes collection for tax and insurance premiums, this collection will continue for the life of the Loan.
- C. That the Loan Documents are composed of valid, binding agreements, enforceable in accordance with their terms.
- D. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, or by the U.S. Bankruptcy Code, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, or by the U.S. Bankruptcy Code, the Lender and I will be bound by, and will comply with, all of the terms and provisions of the Loan Documents.
- E. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, I agree as follows: If all or any part of the Property or any interest in it is sold or transferred without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, the Lender shall not



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Loan Number 4400050470

exercise this option if federal law prohibits the exercise of such option as of the date of such sale or transfer. If the Lender exercises this option, the Lender shall give me notice of acceleration. The notice shall provide a period of no less than 30 days from the date the notice is delivered or mailed within which all sums secured by the Mortgage will come due. If payment of these sums is not made prior to the expiration of this period, the Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.

- F. I understand that I will not be allowed to transfer all or part of the title to the property securing the Loan or have any person assume my obligations under the Note and Security Instrument except where the allowance of such transfer and/or loan assumption is required by applicable law, or permitted by the Lender.
- G. If any document is lost, misplaced, misstated, or inaccurately reflects the true and correct terms and conditions of the Loan Documents as amended by this Agreement, within ten (10) days after my receipt of the Lender's request, I will execute, acknowledge, initial, and deliver to the Lender any documentation the Lender deems necessary to replace or correct the lost, misplaced, misstated or inaccurate document(s). If I fail to do so, I will be liable for any and all loss or damage which the Lender reasonably sustains as a result of my failure.
- H. All payment amounts specified in this Agreement assume that payments will be made as scheduled.
- I. That, if Borrower is in an active bankruptcy case upon execution of this document, Borrower will cooperate fully with Lender in obtaining any required Bankruptcy Court and trustee approvals in accordance with local court rules and procedures. Borrower understands that if such approvals are not received, then the terms of this Agreement will be null and void. If this Agreement becomes null and void, the terms of the original Loan Documents shall continue in full force and effect and such terms shall not be modified by this Agreement.
- J. That the mortgage insurance premiums on the Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which I may request cancellation of mortgage insurance may change as a result of the New Principal Balance.
- K. If the Borrower(s) received a discharge in a Chapter 7 bankruptcy subsequent to the execution of the Loan Documents, the Lender agrees that such Borrower(s) will not have personal liability on the debt pursuant to this Agreement. If Borrower(s) is in an open bankruptcy case but has not yet received a discharge, then this Agreement is not intended as an attempt to collect a debt. Rather the agreement is intended to modify the Loan Documents to enable the Borrower(s) to continue making voluntary payments and retain the Property.
- L. That in agreeing to the changes to the original Loan Documents as reflected in this Agreement, the Lender has relied upon the truth and accuracy of all of the representations made by the Borrower(s), both in this Agreement and in any documentation provided by or on behalf of the Borrower(s) in connection with this Agreement. If the Lender subsequently determines that such representations or documentation were not truthful or accurate, the



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Loan Number 4400050470

Lender may, at its option, rescind this Agreement and reinstate the original terms of the Loan Documents as if this Agreement never occurred.

- M. I acknowledge and agree that if the Lender executing this Agreement is not the current holder/controller or owner of the Note and Mortgage, that such party is the authorized servicing agent for such holder/controller or owner, or its successor in interest, and has full power and authority to bind itself and such holder/controller and owner to the terms of this modification.

4. Additional Agreements for Home Equity Loans and Lines. In addition to the general agreements above, I also agree to the following specific terms for my home equity loan or line of credit:

A. HELOC Accounts. If my Loan is a home equity line of credit ("HELOC"), references in this Agreement to the "Note" will be deemed to be references to the HELOC agreement. In connection with my HELOC, I further understand that:

- (a) Access to funds in the line of credit has been permanently closed, so I am not able to obtain any further advances, notwithstanding any references in the Loan Documents, or otherwise, to the Loan being a line of credit;
- (b) Any devices used for accessing the credit line, such as checks or credit cards, are void;
- (c) If I have had separate balances on the HELOC that were charged interest at different interest rates, including fixed or variable rates, all balances are combined into a single balance that will be charged interest at the rate established in Section 3 of this Agreement, and I will not have the option of locking in or electing different interest rates or other payment terms in the future;
- (d) If I have had the option to make interest-only payments on any balances, all payments under this Agreement will be as set forth in Section 3 of this Agreement; and
- (e) If I have had special incentive interest rates involving a reduction in my interest rate for automatic payments or other relationships with the Lender, these special incentives will no longer apply.

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.



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Loan Number 4400050470

TO BE SIGNED BY BORROWER ONLY

BORROWER SIGNATURE PAGE TO MODIFICATION AGREEMENT BETWEEN JPMORGAN CHASE BANK, NA And MANUEL NUNEZ AND MARIA NUNEZ, HUSBAND AND WIFE, LOAN NUMBER 4400050470 WITH A MODIFICATION EFFECTIVE DATE OF SEPTEMBER 01, 2023

In Witness Whereof, the Borrower(s) have executed this agreement.

Manuel Nunez
Borrower - **MANUEL NUNEZ**
(Must be signed exactly as shown above)

Date: 08 / 08 / 2023 ▲

Maria Nunez
Borrower - **MARIA NUNEZ**
(Must be signed exactly as shown above)

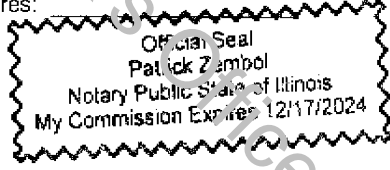
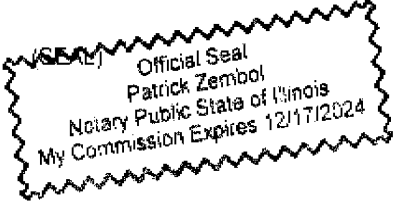
Date: 08 / 08 / 2023 ▲

State of **ILLINOIS**
County of Cook
Enter County Here

This instrument was acknowledged before me on 8-8-2023
by **MANUEL NUNEZ and MARIA NUNEZ**.

Patrick Zambol
Signature of Notary Public

My Commission expires:



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Loan Number 4400050470

TO BE SIGNED BY LENDER ONLY

LENDER SIGNATURE PAGE TO MODIFICATION AGREEMENT BETWEEN JPMORGAN CHASE BANK, NA And MANUEL NUNEZ AND MARIA NUNEZ, HUSBAND AND WIFE, LOAN NUMBER 4400050470 WITH A MODIFICATION EFFECTIVE DATE OF SEPTEMBER 01, 2023

In Witness Whereof, the Lender has executed this Agreement.

Lender

JPMORGAN CHASE BANK, NA

By: _____

Printed Name: Chris Berymon Vice President-Doc Execution   **Chris Berymon**
Vice President-Doc Execution

Date: 8.22.23



PROPERTY OF COOK COUNTY CLERK'S OFFICE

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Loan Number 4400050470

State of LOUISIANA
Parish of OUACHITA

On this 22nd day of August, 2023, before me personally appeared Chris Bergman Vice President Doc Execution, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or they) executed it as his (or their) free act and deed.

Yolanda A. Diaz
State of Louisiana
Lifetime Commission
Notary Public ID # 87401

Notary Public [Signature]
Printed Name Yolanda A. Diaz
Ouachita Parish, Louisiana
Lifetime Commission

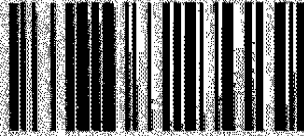
[Notary Seal]

Property of Cook County Clerk's Office

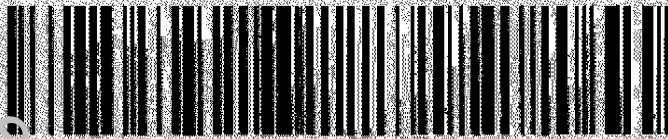


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P.C.



Loan Trailing Cover Sheet

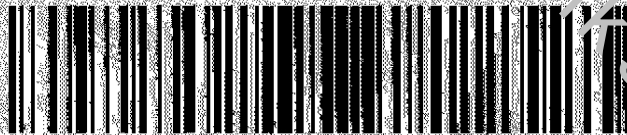


LTDS 00004122131118

OTIS PAMELA D



OPCD 0/01



RCDT 202308170150



STID U902080

Prepared by U902080 (Harris) on the 8/17/2023.
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SUBORDINATE DEED OF TRUST

Loan Number 4122131118

DOCUMENT DATE: AUGUST 09, 2023

GRANTOR(S): PAMELA D OTIS, SINGLE

GRANTOR'S/BORROWER'S MAILING ADDRESS: 9719 EDGEFIELD DR, SAINT LOUIS,
MISSOURI 63136

GRANTEE(S): Secretary of the U.S. Department of Housing and Urban Development

GRANTEE'S ADDRESS: U.S. Department of Housing and Urban Development, Attention: Single
Family Notes Branch, 451 Seventh Street Southwest Washington, DC 20410

TRUSTEE: SOUTH AND ASSOCIATES, P.C. 4600 MADISON, SUITE 801 KANSAS CITY, MO
64112

See Legal Description on Page 2

REFERENCE NUMBERS OF DOCUMENTS MODIFIED:
RECORDED DECEMBER 22, 1994 BOOK 10390 PAGE 1476 INSTRUMENT NO. 00377

TAX PARCEL NO: 11F110042



ver. 08_07_2023_13_57_36



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Recording Requested By/Return To:
JPMORGAN CHASE BANK, N.A.
MHA DEPARTMENT
780 KANSAS LANE
2ND FLOOR, LA4-3125
MONROE, LA 71203
(800) 848-9380

_____[Space Above This Line For Recording Data]_____

SUBORDINATE DEED OF TRUST**FHA Case Number 292-315987 4**

This SUBORDINATE DEED OF TRUST ("Security Instrument") is given on AUGUST 09, 2023.

The Grantor(s) are PAMELA D OTIS, SINGLE whose address is 9719 EDGEFIELD, ST LOUIS, MISSOURI 63136 (Borrower).

The Trustee is SOUTH AND ASSOCIATES, P.C. (Trustee).

The Beneficiary is 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 Street Southwest, Washington, DC 20410 (Lender). The Borrower owes the Lender the principal sum of ONE THOUSAND SIX HUNDRED EIGHTY-SEVEN AND 82/100THS (U.S. \$1,687.82).

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 due and payable on FEBRUARY 01, 2049.

Notwithstanding the foregoing or any other provisions contained herein, if personal liability with respect to any amounts payable under the primary Note has been discharged in bankruptcy, Borrower and Lender understand and agree that nothing contained herein with respect to any amounts payable under this Note, shall be construed

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 FM119

FHA Subordinate Security Instrument

(page 1 of 5 pages)



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to impose personal liability to repay any such obligation in violation of such discharge. Borrower and Lender further understand and agree that to the extent that such personal liability with respect to any amounts payable under the primary Note has been discharged in bankruptcy, Borrower is entering into this Note voluntarily for the benefits to be obtained thereby and not as an affirmation of the debt evidenced by the primary Note, and that this Note, or any actions taken by the Lender in relation to this Note, does not constitute a demand for payment or any attempt to collect any such previously discharged obligation.

This Security Instrument secures to the 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, the Borrower does hereby mortgage, warrant, grant and convey to the Trustee, in trust, with power of sale the following described property located in ST. LOUIS County, MISSOURI:

LEGAL DESCRIPTION:

THE LAND REFERRED TO IS SITUATED IN THE COUNTY OF ST. LOUIS, CITY OF ST. LOUIS AND STATE OF MISSOURI, DESCRIBED AS FOLLOWS: LOT 297 OF HATHAWAY MEADOWS NO. 3, A SUBDIVISION IN ST. LOUIS COUNTY, MISSOURI, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 62 PAGE 5 OF THE ST. LOUIS COUNTY RECORDS. PARCEL ID: 11F110042
Tax Parcel No: 11F110042

which has the address of 9719 EDGEFIELD, ST LOUIS, MISSOURI 63136, ("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."

Borrower 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 jurisdiction to constitute a uniform security instrument covering real property.

The Borrower and the Lender covenant agree as follows:

UNIFORM COVENANTS.

FHA Subordinate Security Instrument

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(page 2 of 5 pages)



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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 Not a Waiver.** Extension of the time of payment of the sums secured by this Security Instrument granted by the Lender 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 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 forbearance by the Lender in exercising any right or remedy shall not be a waiver of 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 successors and assigns of the Lender 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 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 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. Any notice to the Lender 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 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 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 Borrower shall be given one copy of the Note and of this Security Instrument.

NON-UNIFORM COVENANTS. The Borrower and the Lender further covenant and agree as follows;

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FM119

FHA Subordinate Security Instrument

(page 3 of 5 pages)



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7. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant 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 on or before 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 bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender 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 of title evidence.

If the Lender'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") (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.

8. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

9. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

BY SIGNING BELOW, the Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by the Borrower and recorded with it.



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[Space Below This Line For Borrower Acknowledgement]

Pamela D. Otis

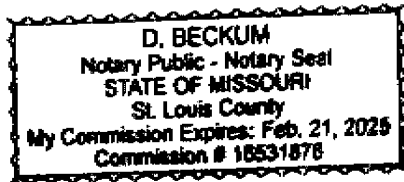
Date: 8, 11, 2023

Borrower - **PAMELA D OTIS**
(Must be signed exactly as shown above)

State of **MISSOURI** County (and/or City) of St. Louis
Enter County Here

On this 11 day of August, in the year 2023
before me, a Notary Public in and for said state, personally appeared **PAMELA D OTIS**, known to me to be the person who executed the within Subordinate Mortgage, and acknowledged to me that (he/she) executed the same for the purposes therein stated.

(Notarial Seal)



[Signature]

Signature of Notary Public

D Beckum

Printed Name of Notary Public

