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HONORABLE JAMES N. HOGAN
GLOUCESTER COUNTY CLERK
RECEIPT#: 1031604 12:06:34 PM

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Fee:\$ 80.00

DOCUMENT DATE: 02/01/2022

MUNICIPALITY: MONROE BLOCK: LOT:

REFERENCE DOC: MORTGAGE 16369 222 32585 8/14/2020 00:00:00

PARTIES:

FIRST PARTY-JASON IRLICH
ADDITIONAL PARTY-KRISTINA IRLICH
SECOND PARTY-SECRETARY OF HOUSING AND URBAN DEVELOPMENT

RECORD & RETURN TO:
SIMPLIFILE

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GLOUCESTER COUNTY RECORDING DATA PAGE
HONORABLE JAMES N. HOGAN, COUNTY CLERK

Recording Requested By:

Freedom Mortgage Corporation
907 Pleasant Valley Avenue
Mount Laurel, NJ 08054

After Recording Return To:

Freedom Mortgage Corporation C/O:
Mortgage Connect Document Solutions
6860 North Argonne Street, Unit A
Denver, CO 80249
APN/Tax ID: BLOCK 129.0202 LOT 35
Recording Number: 2033217

This document was prepared by: Freedom Mortgage Corporation, Michele Rice, 10500 Kincaid Drive, Suite 111, Fishers IN 46037-9764, (855) 690-5900

Document Date: 02/01/2022

Legal description is located on page 6

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FHA Case No. 35-17-8-18570703

SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on 1st day of February, 2022.

The Mortgagor is **JASON IRLICH A MARRIED MAN JOINED HEREIN PRO FORMA BY HIS SPOUSE, KRISTINA IRLICH**

Whose address is 940 MANNINGTON DR WILLIAMSTOWN, NJ 08094 ("Borrower").

This Security Instrument is given to the Secretary of Housing and Urban Development, its successors and assigns whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of seventy-one thousand five hundred thirty-five and 77/100 Dollars (U.S. 71,535.77). This debt is evidenced by 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 1, 2052.

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, advanced under Paragraph 2 to protect the security of this Security Instrument; and (c) the performance of 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 the power of sale the following described property located in Gloucester County, State of NEW JERSEY which has the address of 940 MANNINGTON DR WILLIAMSTOWN, NJ 08094, ("Property Address") more particularly described as follows: *See Exhibit A for Legal Description*

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. All replacements

Partial Claim

PACKAGE_FMC_FHA06 M102DEC21.v.3
Page 1 of 6

6022569_175_20220109200611737



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 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 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 Borrower's successors in interest. Any forbearance by 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 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 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 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, DC 10410 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

Partial Claim



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.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date 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 the sums secured by this Security Instrument, foreclosure by judicial proceeding, and sale of the Property; (e) the Borrower's right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure; (f) and any other disclosure required under the Fair Foreclosure Act, codified at §§ 2A:50-53 et seq. of the New Jersey Statutes, or other applicable law. 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 foreclose this Security Instrument by judicial proceeding. Lender to the extent permitted by applicable law shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including without limitation attorneys' fees and costs of title evidence permitted by Rules of Court.

8. **RELEASE.** Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted by applicable law.

9. **NO CLAIM OF CREDIT FOR TAXES.** Borrower shall not make deduction from or claim credit on the principal or interest secured by this Security Instrument by reason of any governmental taxes, assessments, or charges. Borrower shall not claim any deduction from the taxable value of the Property by reason of this Security Instrument.

10. **PAYMENT OF PRINCIPAL, INTEREST, ESCROW ITEMS, PREPAYMENT CHARGES, AND LATE CHARGES.** Section 1 hereby is revised to read as follows; in all other respects, Section 1 shall remain in effect unchanged.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 4. Lender may return any payment or partial payment if the payment or partial payment is insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current without waiver of any rights hereunder or prejudice to Lender's rights to refuse such payment or partial payment in the future. If Lender accepts such payment, Lender shall apply such payment at the time such payment is accepted. No offset or claim that Borrower might have now or in the future against Lender shall relieve Borrower from

Partial Claim



making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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.

Partial Claim

PACKAGE_FMC_FHA06 MI02DEC21.v.3
Page 4 of 6

6022569_175_20220109200611737



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

**Sign here to execute
Subordinate Security
Instrument**

Jason Irlich
(Must be signed exactly as printed)

1 / 1 25 / 2022
Signature Date (MM/DD/YYYY)

**Sign here to execute
Subordinate Security
Instrument**

Kristina Irlich
(Must be signed exactly as printed)

1 / 1 25 / 2022
Signature Date (MM/DD/YYYY)

M. Donegan
Witness Signature

Matt Donegan
Witness Printed Name

01 / 1 25 / 2022
Witness Signature Date (MM/DD/YYYY)

[Space below this line for Acknowledgement]

STATE OF New Jersey
COUNTY OF Cherokee

On the 25 day of January in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Jason Irlich and Kristina Irlich, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person or entity upon behalf of which the person or entity acted, executed the instrument.

WITNESS my hand and official seal.

(Signature)

Notary Public:

My commission expires: June 19, 2024
(Please ensure seal does not overlap any language or print)

CYNTHIA DANDREA
Commission # 50106955
Notary Public, State Of New Jersey
My Commission Expires
June 19, 2024

(Notary Public Seal)

EXHIBIT A

All that certain tract or parcel of land, situated, lying and being in the Township of Monroe, County of Gloucester, State of New Jersey, more particularly described as follows:

Beginning at a point in the Southerly line of Mannington Drive, distant 85.00 feet from the Easterly end of a connecting curve joining the Easterly line of Ripley Court with the Southerly line of Mannington Drive, said point being a common corner to Lots 34 and 35 in Block 129.0202 as shown on plan hereinafter mentioned; thence

(1) South 08 degrees 46 minutes 30 seconds West a distance of 206.00 feet to a point for a corner common to Lots 33, 34 and 35 on said block and plan; thence

(2) Along the line of Lot 33 in said block, South 81 degrees 13 minutes 30 seconds East a distance of 100.00 feet to a point for a corner; thence

(3) North 08 degrees 46 minutes 30 seconds East a distance of 207.00 feet to a point in the Southerly line of Mannington Drive; thence

(4) Along said line of Mannington Drive on a curve to the right with a radius of 455.00 feet an arc distance of 30 23 feet to a point of tangency; thence

(5) Continuing along the Southerly line of Mannington Drive North 81 degrees 13 minutes 30 seconds West a distance of 69.80 feet to the point and place of BEGINNING

Being Lot 35 in Block 129.0202 as shown on "Plan of Lots, Lands of Richmond American Homes of P.A. Inc., Willowoods - Section 3, Plate 129, Block 12901, Part of Lot 38, Township of Monroe, County of Gloucester, New Jersey filed December 15, 2005 in the office of the Gloucester County Clerk as Map Number 4010.

Being the same property as conveyed from Ryan A. Delucas and Danielle A. Kennelly to Jason Irlich as set forth in Deed Instrument #00049442 dated 12/29/2015, recorded 12/31/2015, Gloucester County, NEW JERSEY.

Partial Claim

