

**Illinois Anti-Predatory
Lending Database
Program**

Certificate of Exemption

**Report Mortgage Fraud
800-532-8785**

The property identified as: **PIN: 17-20-227-059-1131**

Address:

Street: 1001 W 15TH ST

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60608

Lender: SECRETARY OF HOUSING AND URBAN DEVELOPMENT

Borrower: LUIS REYES

Loan / Mortgage Amount: \$66,337.10

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.

Certificate number: 4CDE1E18-CE64-4608-B983-50B99EB0232D

Execution date: 08/30/2014

UNOFFICIAL COPY**When recorded mail to: #:9293801**

First American Title 
 Loss Mitigation Title Services 392 1
 P.O. Box 27670
 Santa Ana, CA 92799
 RE REYES - PC REC SVC

Recording requested By:
 Ocwen Loan Servicing, LLC

When Recorded Return to:

Ocwen Loan Servicing, LLC
 3451 Hammond Avenue
 Waterloo, IA 50702

Loan Number: 0602537594

FHA Case No. 1375456528734

----- {Space above this line for recording data} -----

SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **8/25/2014**. The Mortgagor is **LUIS REYES**, whose address is **1001 W 15TH ST UNIT 321 CHICAGO IL 60608** ("Borrower"). This Security is given to the Secretary of Housing and Urban Development, whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of **Sixty Six Thousand Three Hundred Thirty Seven Dollars and Seventy Cents (U.S. \$66,337.70)**. This debt is evidenced by Borrower's note dated the same date as this Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on **8/1/2044**. This Security Instrument secures Lender: (a) the repayment of all 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 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:**

See attached Legal Description

Which has the address of 1001 W 15TH ST UNIT 321 CHICAGO IL 60608 ("Property Address");

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 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 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.

Borrower and Lender covenant agree as follows:

UNIFORM COVENANTS.

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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 sum secured by this Security Instrument granted by Lender to any successor in the interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in the interest. Lender shall not be required to commence proceedings against any successors in the interest of refuse to extend time for payment of 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 the 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 sum 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 of the Note without that Borrower's consent.
4. **Notices.** Any notices to Borrower provided for in this Security Instrument shall be given by delivering it of 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 20410 or any address Lender designates by notice 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 of 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 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 the Paragraph 7 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 sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary if any rights otherwise available to a Lender under this paragraph or applicable law.

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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.

Witness Signature *Maria Garcia*

Print MARIA GARCIA

Signature _____

Print _____

Witness Signature *Victor M. Rodriguez*

Print VICTOR M. RODRIGUEZ

Signature _____

Print _____

Witness Signature _____

Print _____

Signature _____

Print _____

Witness Signature _____

Print _____

Signature _____

Print _____

Luis Reyes (Seal)
LUIS REYES
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

Property of Cook County Clerk's Office

UNOFFICIAL COPY

BORROWER ACKNOWLEDGMENT

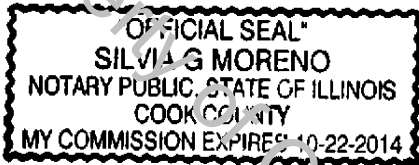
State of IL
County of COOK

On this 30th day of August, 2014, before me undersigned, a Notary Public in and for said county and state, personally appeared LUIS REYES, personally known to me or identified to my satisfaction to be the person(s) who executed the within instrument, and they duly acknowledged that said instrument is their act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.

Silvia G. Moreno

Notary Public
My commission Expires: 10-22-2014



Cook County Clerk's Office

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LEGAL DESCRIPTION

156119-RILC

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT:

UNIT 321 AND GU-171 IN THE UNIVERSITY COMMON III CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

LOTS 133 THROUGH 166, INCLUSIVE, IN SOUTH WATER MARKET, A RESUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 20 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

ALSO:

THAT PART OF THE EAST-WEST 20 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINES OF LOT 133 THROUGH 166, BOTH INCLUSIVE SOUTH WATER MARKET AFORESAID, LYING NORTH OF THE NORTH LINES OF LOTS 81 THROUGH 108, BOTH INCLUSIVE, IN J. H. REE'S SUBDIVISION AFORESAID LYING NORTH OF A LINE 20 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINES OF LOTS 159 THROUGH 166, BOTH INCLUSIVE, IN SOUTH WATER MARKET AFORESAID LYING EAST OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 133 IN SOUTH WATER MARKET AFORESAID, AND LYING WEST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 166 IN SOUTH WATER MARKET AFORESAID, SAID PUBLIC ALLEYS AND PART OF THE PUBLIC ALLEYS BEING FURTHER DESCRIBED AS ALL OF THE EAST-WEST 20 FOOT PUBLIC ALLEYS AND PART OF THE EAST-WEST 48.83 FOOT, MORE OR LESS PUBLIC ALLEYS IN THE AREA BOUNDED BY WEST 15TH PLACE, SOUTH MORGAN STREET, THE NORTH RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD AND SOUTH RACINE AVENUE; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED

AS DOCUMENT 0605934007, AS AMENDED FROM TIME TO TIME, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PIN(S): 17-20-227-059-1131, 17-20-227-059-1367

CKA: 1001 WEST 15TH STREET UNIT 321, CHICAGO, IL 60608

ProCook County Clerk's Office