

**Illinois Anti-Predatory
Lending Database
Program**

Certificate of Exemption

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

The property identified as: **PIN: 13-33-321-019-0000**

Address:

Street: 1640 N Lotus Ave

Street line 2:

City: Chicago

State: IL

ZIP Code: 60639

Lender: Secretary of Housing and Urban Development

Borrower: David Guzman and Carmen Toledo

Loan / Mortgage Amount: \$11,422.25

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: 11E4D834-C53C-457F-9939-AD6CD23CCB99

Execution date: 09/19/2014

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(Space above reserved for Recorder of Deeds certification)

Title of Document: PARTIAL CLAIM MORTGAGE

Date of Document: 09/10/2014

Grantor(s): DAVID GUZMAN AND CARMEN TOLEDO

Grantor(s) Mailing Address: 1640 N LOTUS AVE, CHICAGO, ILLINOIS 60639

Grantee(s): SECRETARY OF HOUSING URBAN DEVELOPMENT

Grantee(s) Mailing Address: 451 7TH ST SW WASHINGTON DC 20410

Legal Description:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

Prepared by: James Fairall
PennyMac Loan Services LLC
Address: 6101 Condor Drive
Moorpark California 93021

Reference Book and Page(s): BOOK:N/A PAGE:N/A INSTRUMENT NUMBER: N/A

*(If there is not sufficient space on this page for the information required,
state the page reference where it is contained within the document.)*

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When recorded mail to #:9360339

First American Title 

Loss Mitigation Title Services 20795.1

P.O. Box 27670

Santa Ana, CA 92799

RE: GUZMAN - WALK IN REC

Loan Number: 7000020038

[Space Above This Line For Recording Data]

PARTIAL CLAIM MORTGAGE

FHA Case No.: 137-6877960

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on SEPTEMBER 10, 2014 .
The Mortgagor is DAVID GUZMAN, CARMEN TOLEDO

whose address is 1640 N LOTUS AVE, CHICAGO, ILLINOIS 60639

("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of ELEVEN THOUSAND FOUR HUNDRED TWENTY-TWO AND 25/100

Dollars (U.S. \$ 11,422.25).

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 NOVEMBER 1, 2042 . 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 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 the power of sale the following described property located in COOK County,

ILLINOIS

[State]

LOT 6 IN BLOCK 13 IN MILLS AND SON'S NORTH AVENUE AND CENTRAL ANVENUE SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

A.P.N.: 13-33-321-019-000

which has the address of 1640 N LOTUS AVE

[Street]

CHICAGO, ILLINOIS 60639

[City],

[State]

[Zip Code],

("Property Address");

UNOFFICIAL COPY

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.

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 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.

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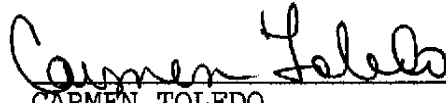
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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. § 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.

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.

 (Seal)
DAVID GUZMAN -Borrower

 (Seal)
CARMEN TOLEDO -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

Witness

Witness

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State of ILLINOIS)
County of COOK) ss.

The foregoing instrument was acknowledged before me by DAVID GUZMAN AND CARMEN

TOLEDO

this 19th day of September 2014

Witness my hand and official seal.



Ramonita Gaud
Notary Public

Ramonita Gaud
Print or Type Name

My commission expires: 4/14/15

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EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 13-33-321-019-0000

Land Situated in the County of Cook in the State of IL

Lot 6 in Block 12 in Mills and Sons' North Avenue and Central Avenue Subdivision of the Southwest 1/4 of Section 33, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

Commonly known as: 1640 N Lotus Ave , Chicago, IL 60639-4204

Property of Cook County Clerk's Office