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Illinois Anti-Predatory Lending Database Program

Doc#: 1620355204 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/21/2016 11:22 AM Pg: 1 of 6

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN: 16-21-410-003-0000**

Address:

Street: 1807 S 51ST AVENUE

Street line 2:

City: CICERO

State: IL

ZIP Code: 60804

Lender: SECRETARY OF HOUSING URBAN DEVELOPMENT

Borrower: MANUEL ORTEGA AND GUADALUPE ORTEGA

Loan / Mortgage Amount: \$50,635.64

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: C4FF9604-1821-4466-83C8-D6093BC84903

Execution date: 6/29/2016

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(Space above reserved for Recorder of Security Instruments certification)

Loan Number: 8001073946

Title of Document: Partial Claim Mortgage

Date of Document: JUNE 29, 2016

Grantor(s): MANUEL ORTEGA AND GUADALUPE ORTEGA

Grantor(s) Mailing Address: 1807 S 51ST AVENUE, CICERO, ILLINOIS 60804

Grantee(s): SECRETARY OF HOUSING URBAN DEVELOPMENT

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

Legal Description:

LOT 37 IN BLOCK 11 IN PARKHOLME, BEING A SUBDIVISION OF BLOCK 14 IN GRANT LAND ASSOCIATION RESUBDIVISION OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
A.P.N.: 16214100030000

Prepared by: Mychal Bran (866)695-4122 Ext 8737.
PennyMac Loan Services LLC (866)545-9070
Address: 6101 Condor Drive
Moorpark, CA 93021

Reference Book and Page(s):

*(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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After Recording Return To:
 PENNYMAC LOAN SERVICES, LLC
 6101 CONDOR DRIVE
 MOORPARK, CALIFORNIA 93021
 Loan Number: 8001073946

_____[Space Above This Line For Recording Data]_____

PARTIAL CLAIM MORTGAGE

FHA Case No.: 137-152862 2

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **JUNE 29, 2016**
 The Mortgagor is **MANUEL ORTEGA, GUADALUPE ORTEGA**

whose address is **1807 S 51ST AVENUE, CICERO, ILLINOIS 60804**

("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 **FIFTY THOUSAND SIX HUNDRED THIRTY-FIVE AND 64/100**

Dollars (U.S. \$50,635.64).

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 **JULY 1, 2046**. 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 37 IN BLOCK 11 IN PARKHOLME, BEING A SUBDIVISION OF BLOCK 14 IN GRANT LAND ASSOCIATION RESUBDIVISION OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

A.P.N.: 16214100030000

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which has the address of

1807 S 51ST AVENUE
[Street]CICERO
[City],ILLINOIS
[State]60804
[Zip Code],

("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 of 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

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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. § 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.

Manuel Ortega (Seal)
MANUEL ORTEGA -Borrower

Guadalupe Ortega (Seal)
GUADALUPE ORTEGA -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

Rosalba Salas
Witness

Rosalba Najera
Witness

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_____[Space Below This Line For Acknowledgment]_____

State of ILLINOIS)
County of COOK) ss.

On the 12 day of JULY, in the year 2016, before me,
the undersigned, personally appeared MANUEL ORTEGA AND GUADALUPE ORTEGA

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Noe N Soto Notary Public
NOE N SOTO Print or Type Name

(Seal, if any)

My commission expires: 10-1-2016