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## Illinois Anti-Predatory Lending Database Program

Doc#: 1631356131 Fee: \$56.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/08/2016 11:29 AM Pg: 1 of 5

### Certificate of Exemption

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

The property identified as: **PIN: 19-10-225-041-0000**

**Address:**

**Street:** 5040 S KILDARE AVE

**Street line 2:**

**City:** CHICAGO

**State:** IL

**ZIP Code:** 60632

**Lender:** SECRETARY OF THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**Borrower:** ARTHUR NAJERA

**Loan / Mortgage Amount:** \$23,244.24

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:** 1602AA18-918B-4784-9D16-3186AACF2C5E

**Execution date:** 10/14/2016

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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**

This Instrument Prepared By:  
**JPMORGAN CHASE BANK, N.A.**  
**3415 VISION DRIVE**  
**COLUMBUS, OHIO 43219-6009**

[Space Above This Line For Recording Data]

**SUBORDINATE MORTGAGE**

**FHA Case Number 703 137-6337842**

This SUBORDINATE MORTGAGE ("Security Instrument") is given on OCTOBER 14, 2016.

The Mortgagor(s) are ARTHUR NAJERA whose address is 5040 S KILDARE AVE, CHICAGO, ILLINOIS 60632 (Borrower).

This Security Instrument is given to 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/Mortgagee). The Borrower owes the Lender/Mortgagee the principal sum of TWENTY-THREE THOUSAND TWO HUNDRED FORTY-FOUR AND 24/100THS (U.S. \$23,244.24).

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 OCTOBER 01, 2046.

This Security Instrument secures to the Lender/Mortgagee: (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 Lender/Mortgagee, the following described property located in COOK County, ILLINOIS:

**LEGAL DESCRIPTION:**

THE LAND REFERRED TO IS SITUATED IN THE COUNTY OF COOK, CITY OF CHICAGO AND STATE OF ILLINOIS, DESCRIBED AS FOLLOWS: LOT 15 IN BLOCK 10 IN ARCHER HIGHLANDS, BEING H.H. WESSEL AND COMPANY'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE WEST 20 ACRES THEREOF) OF SECTION 26, TOWNSHIP 38 NORTH, RANGE

FHA Subordinate Security Instrument

CR42439  
 FM119  
 (page 1 of 4 pages)



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13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL ID: 19-10-225-041-0000

Tax Parcel No: 19-10-225-041-0000

which has the address of 5040 S KILDARE AVE, CHICAGO, ILLINOIS 60632, ("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/Mortgagee covenant agree as follows:

**UNIFORM COVENANTS.**

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/Mortgagee Not a Waiver.** Extension of the time of payment of the sums secured by this Security Instrument granted by the Lender/Mortgagee 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/Mortgagee 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/Mortgagee 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/Mortgagee 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/Mortgagee 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.



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**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/Mortgagee. Any notice to the Lender/Mortgagee 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/Mortgagee 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/Mortgagee 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/Mortgagee further covenant and agree as follows;

**7. Acceleration; Remedies.** Lender/Mortgagee 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 assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender/Mortgagee, 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/Mortgagee 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 and costs of title evidence.

If the Lender's/Mortgagee'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")(12U.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/Mortgagee under this Paragraph or applicable law.



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

**9. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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.

\_\_\_\_\_[Space Below This Line For Borrower Acknowledgement]\_\_\_\_\_

Arthur Najera Date: 10/18/16  
Borrower - **ARTHUR NAJERA**  
(Must Be Signed Exactly as Printed)

State of ILLINOIS )  
County of Cook )  
Enter County Here

This instrument was acknowledged before me on October 18,  
2016 by ARTHUR NAJERA.

[Signature]  
Signature of Notary Public

(SEAL)

My Commission expires: 7-14-19

