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Illinois Anti-Predatory Lending Database Program

Doc#: 1708139112 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/22/2017 01:04 PM Pg: 1 of 6

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 29-31-208-005-0000

Address:

Street: 1645 Cedar Road

Street line 2:

City: Homewood

State: IL

ZIP Code: 60430

Lender: Secretary of Housing and Urban Development

Borrower: John J. Messaglia and Susan M. Messaglia

Loan / Mortgage Amount: \$99,343.30

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: 338BEBFF-2232-4094-9A56-53636C06C1A6

Execution date: 3/21/2017

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After Recording Return To:
 CoreLogic SolEx
 1637 NW 136th Avenue Suite G-100
 Sunrise, FL 33323

This Document Prepared By:
 Name: Aza Habibija
 NATIONSTAR MORTGAGE LLC
 8950 CYPRESS WATERS BLVD
 COPPELL, TX 75019

Parcel ID Number: 29-31-208-005-0000

_____ [Space Above This Line For Recording Data] _____

Loan No: 606360907

FHA Case Number: IL1376340473729

PARTIAL CLAIM MORTGAGE

THIS PARTIAL CLAIM MORTGAGE ("Security Instrument") is given this 21st day of February, 2017. The Mortgagor is JOHN J. MESSAGLIA and SUSAN M. MESSAGLIA, whose address is 1645 CEDAR RD, HOMEWOOD, IL 60430 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, whose address is 451 Seventh Street SW, Washington, DC 20410 (herein "Lender"). Borrower owes Lender the principal sum of NINETY NINE THOUSAND THREE HUNDRED FORTY THREE AND 30/100 Dollars (U.S. \$99,343.30). 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 August 1, 2041.

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, 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 mortgages, grants and conveys to Lender and Lender's successors and assigns, the following described property located in the County of COOK, State of ILLINOIS:

See Exhibit "A" attached hereto and made a part hereof;



110047627

which has the address of 1645 CEDAR RD, HOMEWOOD, IL 60430 ("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 encumbrances of record.



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 Illinois Partial Claim Mortgage
 8338 11/12



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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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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 20410** 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.

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. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30



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Illinois Partial Claim Mortgage
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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 the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform 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 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 shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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 Promissory Note, the Secretary may invoke the non-judicial 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 by the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to Lender under this paragraph or applicable law.

8. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs.

9. **Waiver of Homestead.** In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

10. **Bankruptcy Discharge.** If Borrower, subsequent to February 21, 2017, receives a discharge in a Chapter 7 bankruptcy, and there is no valid reaffirmation agreement of the underlying debt, Lender will not attempt to re-establish any personal liability for the underlying debt.



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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

[Signature]
JOHN J. MESSAGLIA -Borrower

Date: 3/9/17

Susan M. Messaglia
SUSAN M. MESSAGLIA -Borrower

Date: 3-9-17

_____[Space Below This Line For Acknowledgments]_____

State of Illinois

County of Cook

The foregoing instrument was acknowledged before me, a Notary Public on

3/9/17 (Date-Month, Day and Year)

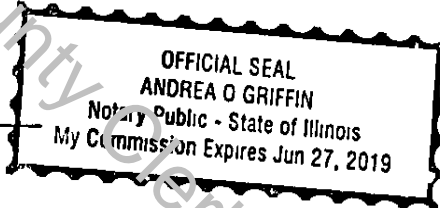
by JOHN J. MESSAGLIA and SUSAN M. MESSAGLIA, HUSBAND AND WIFE

[Signature]
(Signature of person taking acknowledgment)

John

Susan

ANDREA O. GRIFFIN
(Printed Name of person taking acknowledgment)



My Commission Expires on 6/27/19



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Exhibit "A"

Loan Number: 60360907

Property Address: 645 CEDAR RD, HOMEWOOD, IL 60430

Legal Description:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: THE EAST 1/3 OF LOT 67 IN W.K. GORES SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office



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