

Illinois Anti-Predatory  
Lending Database  
Program

Doc#: 1731346236 Fee: \$62.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/09/2017 11:36 AM Pg: 1 of 8

Certificate of Exemption



Report Mortgage Fraud  
844-768-1713

The property identified as: **PIN:** 15-10-303-035-0000

**Address:**

**Street:** 421 22ND AVENUE

**Street line 2:**

**City:** BELLWOOD

**State:** IL

**ZIP Code:** 60104

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

**Borrower:** VANESSA PONDEXTER

**Loan / Mortgage Amount:** \$36,694.52

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:** 45172BF5-C84A-4F89-A07F-243DD832FD29

**Execution date:** 10/25/2017

**UNOFFICIAL COPY**

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 137-6568937

This SUBORDINATE MORTGAGE ("Security Instrument") is given on OCTOBER 18, 2017.

The Mortgagor(s) are VANESSA PONDEXTER, AN UNMARRIED WOMAN whose address is 421 22ND AVENUE, BELLWOOD, ILLINOIS 60104 (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 THIRTY-SIX THOUSAND SIX HUNDRED NINETY-FOUR AND 52/100THS (U.S. \$36,694.52).

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 NOVEMBER 01, 2047.

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 BELLWOOD AND STATE OF ILLINOIS, DESCRIBED AS FOLLOWS: THE NORTH 40 FEET OF LOT 3 IN BLOCK 8 IN WALRATH'S SUBDIVISION OF THAT PART OF THE WEST 17.02 CHAINS BOUNDED ON THE NORTH BY ST. CHARLES ROAD ON THE SOUTH BY A LINE PARALLEL WITH THE CENTER LINE OF SAID ROAD SO FAR DISTANT AS TO INCLUDE 70 ACRES IN SECTION 10, TOWNSHIP

FHA Subordinate Security Instrument

CR42439  
 FM119  
 (page 1 of 4 pages)



# UNOFFICIAL COPY

39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS. PARCEL ID: 15-10-303-035-0000  
Tax Parcel No: 15-10-303-035-0000

which has the address of 421 22ND AVENUE, BELLWOOD, ILLINOIS 60104, ("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.



# UNOFFICIAL COPY

**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.



# UNOFFICIAL COPY

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 Acknowledgment]\_\_\_\_\_

Vanessa Pcn Dexter  
Borrower - VANESSA PCNDEXTER  
(Must Be Signed Exactly as Printed)

Date: 10,25,17

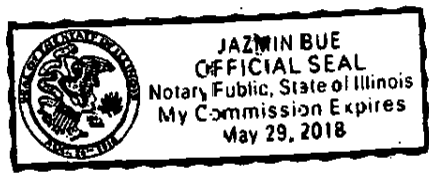
State of ILLINOIS )  
County of DuPage )  
Enter County Here

This instrument was acknowledged before me on 10/25/17  
by VANESSA PCNDEXTER.

Jazmin Bue  
Signature of Notary Public

(SEAL)

My Commission expires: 5/29/2018



# UNOFFICIAL COPY

## SUBORDINATE NOTE

FHA Case Number 137-6568937

OCTOBER 18, 2017

421 22ND AVENUE, BELLWOOD, ILLINOIS 60104

### 1. PARTIES

"Borrower" means each person signing at the end of this Note and the person's successors and assigns. "Secretary" or "Lender" means the Secretary of the U.S. Department of Housing and Urban Development and its successors and assigns.

### 2. BORROWER'S PROMISE TO PAY

In return for a loan received from the Lender, the Borrower promises to pay the principal sum of THIRTY-SIX THOUSAND SIX HUNDRED NINETY-FOUR AND 52/100THS (U.S. \$36,694.52), to the order of the Lender.

### 3. PROMISE TO PAY SECURED

The Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if the Borrower defaults under this Note.

### 4. MANNER OF PAYMENT

#### (A) Time

On NOVEMBER 01, 2047, or if earlier, when the first of the following events occurs:

- (i) The Borrower has paid in full all amounts due under the primary Note and related mortgage, deed of trust or similar Security Instruments insured by the Secretary, or
- (ii) The maturity date of primary Note has been accelerated, or
- (iii) The Note and related mortgage, deed of trust or similar Security Instrument are no longer insured by the Secretary.

#### (B) Place

Payment shall be made at the Office of the Housing FHA-Comptroller, Director of Mortgage Insurance Accounting and Servicing, 451 Seventh Street, SW, Washington, DC 20410 or any such other place as the Lender may designate in writing by notice to the Borrower.



# UNOFFICIAL COPY

## 5. BORROWER'S RIGHT TO PREPAY

The Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge of penalty. If the Borrower makes a partial prepayment, there will be no changes in the due date unless the Lender agrees in writing to those changes.

## 6. WAIVERS

The Borrowers and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Lender to demand payment of amounts due. "Notice of Dishonor" means the right to require the Lender to give notice to other persons that amounts due have not been paid.

## 7. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Lender may enforce its rights under this Note against each person individually or against all signatories together. Any person signing this Note may be required to pay all of the amounts owed under this Note.

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

  
Borrower - VANESSA PONDEXTER

Date: 10.25.17



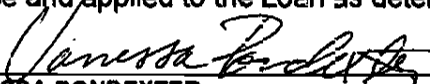
# UNOFFICIAL COPY

## Document Correction Agreement ("Agreement")

Loan Number: 1617155865 (the "Loan")

**Agreement to Correct Misstated Documents and to Provide Additional Documentation:**

In consideration of JPMorgan Chase Bank, N.A. as Servicing Agent ("Chase") completing the Federal Housing Administration (FHA) Home Affordable Modification Program (HAMP) workout on the Loan (the "Workout"), as requested by the undersigned ("Borrower"), and regardless of the reason for any loss, misplacement or inaccuracy in any document prepared in connection with the Workout, the Borrower agrees as follows: If any document is lost, misplaced, misstated or inaccurately reflects the true and correct terms and conditions of the Workout, upon request of Chase, the Borrower will comply with Chase's request to execute, acknowledge, and deliver to Chase any documentation ("Replacement Documents") Chase deems necessary to replace or correct the lost, misplaced, misstated or inaccurate document(s). The Borrower agrees to deliver the Replacement Documents within ten (10) days after receipt by the Borrower of a written request for such replacement. If the Borrower fails or refuses to execute, acknowledge, and deliver the Replacement Documents to Chase more than ten (10) days after being requested to do so by Chase, the Borrower shall be liable for any and all loss or damage which Chase reasonably sustains thereby, including, but not limited to, all reasonable attorney's fees and costs incurred by Chase. In addition, Chase may elect to declare the Workout null and void in which case the Loan shall be payable at the rate and on the terms as existed prior to the Workout. Any funds received by Chase in conjunction with the Workout shall be retained by Chase and applied to the Loan as determined by Chase in its discretion.

  
VANESSA PONDEXTER

Date: 10/25/17

