

Illinois Anti-Predatory
Lending Database
Program

Doc#: 1806547127 Fee: \$60.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/06/2018 12:34 PM Pg: 1 of 7

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN:** 29-09-104-038-0000

Address:

Street: 14377 S PARK AVE

Street line 2:

City: HARVEY

State: IL

ZIP Code: 60426

Lender: SECRETARY OF HOUSING AND URBAN DEVELOPMENT

Borrower: TONI L GARDNER

Loan / Mortgage Amount: \$4,879.05

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: AC004709-E24E-4354-ACAA-1A773F8B2ACF

Execution date: 2/20/2018

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This Document Prepared By:

KATHY RAWLINS
PNC MORTGAGE, A DIVISION OF PNC BANK,
NATIONAL ASSOCIATION
3232 NEWMARK DR
MIAMISBURG, OH 45342
(888) 224-4702

When Recorded Mail To:

PNC BANK, N.A.
P.O. BOX 8800
DAYTON, OH 45401

Tax/Parcel #: 29-09-104-038-0000

[Space Above This Line for Recording Data]

FHA Case No.: 137-2326923 703

Loan No: ****1682

PARTIAL CLAIMS MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **FEBRUARY 12, 2018**. The mortgagor is **TONI L. GARDNER** ("Borrower"), whose address is **14377 S PARK AVENUE, HARVEY, ILLINOIS 60426**. This Security Instrument is given to the **Secretary of Housing and Urban Development**, whose address is **451 Seventh Street SW, Washington, DC 20410** ("Lender"). Borrower owes Lender the principal sum of **FOUR THOUSAND EIGHT HUNDRED SEVENTY-NINE DOLLARS AND 5 CENTS** Dollars (U.S. \$4,879.05). 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 **FEBRUARY 1, 2048**.

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 power of sale, the following described property located in the **COUNTY of COOK, State of ILLINOIS**:

which has the address of , **14377 S PARK AVENUE, HARVEY, ILLINOIS 60426** (herein "Property Address");

THE LAND REFERRED TO IN THIS DOCUMENT IS SITUATED IN THE STATE OF ILLINOIS, COUNTY OF COOK, CITY OF HARVEY, AND DESCRIBED AS FOLLOWS:

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SEE EXHIBIT A

Tax Parcel No. 29-09-104-038-0000

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.

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:

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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 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 and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. 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 invoke any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including, but not limited to, reasonable attorney's 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 Subordinate 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 a Lender under this Paragraph or applicable law.

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

Toni L. Gardner 2/20/18
Borrower: TONI L. GARDNER Date
[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of COOK

This instrument was acknowledged before me on 2-20-18 (date) by

TONI L. GARDNER (name/s of person/s acknowledged).

Tamara Brown
Notary Public
(Seal)
Printed Name: Tamara Brown



My Commission expires: 8/19/2020

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EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by **TONI L. GARDNER** to **TOWER MORTGAGE INC.** for **\$87,776.00** and interest, dated **JULY 2, 2003** and recorded on **AUGUST 7, 2003** in **INSTRUMENT NO. 0321933190 BOOK NA PAGE NA**.

This mortgage was assigned from **TOWER MORTGAGE INC.** (assignor), to **NATIONAL CITY MORTGAGE CO.**, (assignee), by assignment of mortgage dated **JULY 2, 2003** and recorded on **AUGUST 7, 2003** in **INSTRUMENT NO. 0321933191 BOOK NA PAGE NA**.

Loan Modification Agreement made by **TONI L GARDNER AND OWENS GARDNER MARRIED** to **PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR IN INTEREST TO NATIONAL CITY REAL ESTATE SERVICES, LLC, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, INC., FORMERLY KNOWN AS NATIONAL CITY MORTGAGE CO.** dated **AUGUST 29, 2012** and recorded on **AUGUST 28, 2014** in **INSTRUMENT NO. 1424047123 BOOK NA PAGE NA**. Modified amount is now **\$75,762.66**. Mortgage tax paid: **\$0.00**.

Loan Modification Agreement made by **TONI L GARDNER AND OWENS GARDNER MARRIED** to **PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR IN INTEREST TO NATIONAL CITY REAL ESTATE SERVICES, LLC, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, INC., FORMERLY KNOWN AS NATIONAL CITY MORTGAGE CO.** dated **AUGUST 26, 2015** and recorded on **OCTOBER 19, 2015** in **INSTRUMENT NO. 1529249060 BOOK NA PAGE NA**. Modified amount is now **\$58,636.55**. Mortgage tax paid: **\$0.00**.

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ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

LOT 38 IN BLOCK 1 IN STREAMSIDE PARK SUBDIVISION, A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 8 AND PART LYING NORTH OF THE RIVER AND WEST OF THE RAILROAD IN SECTION 9, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BEING THE SAME PROPERTY AS CONVEYED FROM LISA D. NEWMAN, A MARRIED TO STEVEN WRIGHT TO TONI L. GARDNER, MARRIED TO OWENS GARDNER, NOT IN TENANCY IN COMMON, BUT IN JOINT TENANCY, AS DESCRIBED IN INSTRUMENT NO. 99020027, DATED 8/27/1999, RECORDED 8/31/1999.

TAX ID #: 29-09-104-038-0000

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY ALSO KNOWN AS: 14377 PARK AVE, HARVEY, IL 60126.