

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program

Doc#: 1931655129 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 11/12/2019 09:55 AM Pg: 1 of 6

### Certificate of Exemption



**Report Mortgage Fraud**  
**844-768-1713**

The property identified as: **PIN:** 28-04-108-050-0000

**Address:**

**Street:** 13816 Sandra Ln

**Street line 2:**

**City:** Crestwood

**State:** IL

**ZIP Code:** 60445

**Lender:** Secretary of Housing and Urban Development

**Borrower:** Jose Diaz-Guzman

**Loan / Mortgage Amount:** \$12,274.78

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:** 4640A57F-D006-4D9D-83FF-28EE6AF7FC60

**Execution date:** 10/17/2019

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Cover Letter

Record and Return to:  
Ditech Financial LLC  
2100 E Elliot Rd #94  
Tempe, AZ 85284

Loan #0007158488  
Prepared By: Leeann Acuna  
2100 E Elliot Rd #94  
Tempe, AZ 85284

Previous Mortgage recorded 04/13/2016 as instrument number # 1610446137

\_\_\_\_\_  
(Space Above This Line for Recording Data)

FHA Case No. 137-8500427

**SUBORDINATE MORTGAGE**

**THIS SUBORDINATE MORTGAGE** ("Security Instrument") is given on 10/17, 2019. The Mortgagor(s) is/are Jose Diaz-Guzman, ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is **Department of Housing and Urban Development, c/o Novad Management Consulting, Shepherd's Mall, 2401 NW 23<sup>rd</sup> Street, Suite 1A, Oklahoma City, OK 73117** ("Lender"). Borrower owes Lender the principal sum of **Twelve Thousand, Two Hundred Seventy-Four, and 78/100 US Dollars. (\$12,274.78)** 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 **11/01/2049**.

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 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 **Cook County, IL**.

See Exhibit "A" attached hereto and incorporated herein as if fully set out

which has the address of **13816 Sandra Ln, Crestwood, IL, 60445** ("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 or 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.

Borrower and Lender covenant and agree as follows:

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Cover Letter

**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 the 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 of 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 designated by notice to Lender. Any notice to Lender shall be given by first class mail to: **Department of Housing and Urban Development, c/o Novad Management Consulting, Shepherd's Mall, 2401 NW 23<sup>rd</sup> Street, Suite 1A, Oklahoma City, OK 73107 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.

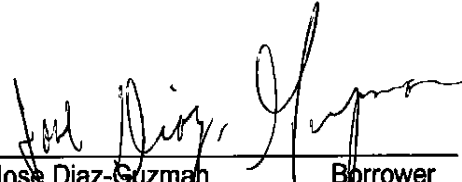
**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

7. **Acceleration; Remedies.** If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full 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.

Cover Letter

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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.

  
\_\_\_\_\_  
Jose Diaz-Guzman                      Borrower  
Date: \_\_\_\_\_ 10/17/16

Property of Cook County Clerk's Office

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State of: Illinois

County of: Cook

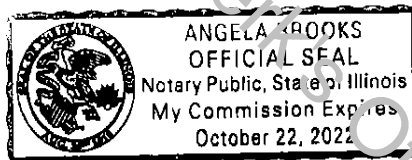
I, Angela Brooks, a Notary Public in  
and for said county and state do hereby certify that  
Jose Diaz-Guzman

personally known to me to be the same person(s) whose name(s) subscribed to the  
foregoing instrument appeared before me this day in person, and acknowledged that  
(he/she/they signed and delivered the said instrument as his/her/their free and voluntary  
act, for the uses and purposes therein set forth.

Given under my hand and official seal this the 17<sup>th</sup> day of October, 2019

My Commission Expires: October 22, 2022

Angela Brooks  
Notary Public



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## EXHIBIT A

LOT 23 IN THE FIRST ADDITION TO CRESTWOOD GARDENS SOUTH, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID Number: 28-04-108-050-0000

Property of Cook County Clerk's Office