

Illinois Anti-Predatory  
Lending Database  
Program

Doc#. 2009103204 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 03/31/2020 11:22 AM Pg: 1 of 6

Certificate of Exemption



Report Mortgage Fraud  
844-768-1713

The property identified as: **PIN: 25-30-418-051-0000**

**Address:**

**Street:** 12632 South Honore Street

**Street line 2:**

**City:** Calumet Park

**State:** IL

**ZIP Code:** 60827

**Lender:** THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT

**Borrower:** DONALD DAVIS

**Loan / Mortgage Amount:** \$27,959.04

This property is located within the program area and is exempt from the requirements of 765 ILCS 7/70 et seq. because it is government property.

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Recording Requested By/Return To:  
**U.S. BANK FULFILLMENT  
 SERVICES**  
**999 TECH ROW, #200**  
**MADISON HEIGHTS, MICHIGAN**  
**48071**

This Instrument Prepared By:  
**U.S. BANK NATIONAL  
 ASSOCIATION**  
**4801 FREDERICA ST**  
**OWENSBORO, KENTUCKY 42301**

[Space Above This Line For Recording Data]

## PARTIAL CLAIM MORTGAGE

FHA Case Number 137-8144555

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on the date of execution. The Mortgagor is DONALD DAVIS, whose address is 12632 S HONORE ST, CALUMET PARK, ILLINOIS 60827-0000 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 7th Street S.W., Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of TWENTY-SEVEN THOUSAND NINE HUNDRED FIFTY-NINE AND 04/100THS Dollars (U.S. \$27,959.04).

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 APRIL 01, 2050.

**Notwithstanding the foregoing or any other provisions contained herein, if personal liability with respect to any amounts payable under the primary Note has been discharged in bankruptcy, Borrower and Lender understand and agree that nothing contained herein with respect to any amounts payable under this Note, shall be construed to impose personal liability to repay any such obligation in violation of such discharge. Borrower and Lender further understand and agree that to the extent that such personal liability with respect to any amounts payable under the primary Note has been discharged in bankruptcy, Borrower is entering into this Note voluntarily for the benefits to be obtained thereby and not as an affirmation of the debt evidenced by the primary Note, and that this Note, or any actions taken by the Lender in relation**

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 Version 02\_10\_2020\_11\_50\_16

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to this Note, does not constitute a demand for payment or any attempt to collect any such previously discharged obligation.

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 the power of sale the following described property located in COOK County, ILLINOIS:

**LEGAL DESCRIPTION:**

THE LAND REFERRED TO IS SITUATED IN THE COUNTY OF COOK, CITY OF CALUMET PARK AND STATE OF ILLINOIS, DESCRIBED AS FOLLOWS: PARCEL 1: LOTS 48 AND 49 IN BLOCK 10 IN THE SUBDIVISION OF LOTS 3 TO 18 INCLUSIVE, LOTS 25 TO 36 INCLUSIVE IN BLOCK 7, ALSO LOTS 23 TO 24 IN BLOCK 8, ALSO LOTS 10 TO 18 INCLUSIVE AND LOTS 23 TO 31 INCLUSIVE IN BLOCK 10, ALSO LOTS 1 TO 6 INCLUSIVE AND LOTS 36 TO 46 INCLUSIVE IN BLOCK 11 IN BLUE ISLAND PARK ADDITION, BEING A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 AND THE WEST 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; PARCEL 2: ALL THAT PART OF THE ORIGINAL 60 FOOT WIDE RIGHT OF WAY OF THE BLUE ISLAND RAILROAD COMPANY LYING SOUTHEASTERLY OF AND ADJACENT TO A LINE THAT LIES PARALLEL WITH AND 25 FEET NORMALLY DISTANT SOUTHEASTERLY FROM THE CENTERLINE OF GRANT'S MAIN TRACK, SAID PARCEL 12 FEET WIDE BEING ALL OF THE SOUTHEAST 12 FEET OF SAID ORIGINAL 60 FOOT, WIDE RIGHT OF WAY, EXTENDING SOUTHWESTERLY ON, OVER AND ACROSS LOTS 13 TO 18, INCLUSIVE, IN BLOCK 10 IN BLUE ISLAND PARK ADDITION IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN COOK COUNTY, ILLINOIS FROM THE WEST LINE OF SOUTH HONORE STREET TO THE NORTH LINE OF 16 FOOT WIDE EAST-WEST ALLEY IN SAID BLOCK 10, SAID NORTH ALLEY LINE LYING PARALLEL WITH AND 141 FEET NORMALLY DISTANT NORTHERLY FROM THE NORTH LINE OF 127TH STREET. RECORDED IN INSTRUMENT NO. 1526633079 AND RE-RECORDED IN INSTRUMENT NO. 1612616008 AND RE-RECORDED IN INSTRUMENT NO. 1620242066. PARCEL ID: 25-30-418-051-0000, 25-30-418-052-0000

Tax Parcel No.:

25-30-418-051-0000, 25-30-418-052-0000

which has the address of 12632 S HONORE ST, CALUMET PARK, ILLINOIS 60827-0000 ("Property Address").

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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 agree as follows:

## 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 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,



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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: Secretary of Housing and Urban Development, 451 7th Street S.W., 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, in accordance with Paragraph 7 of this Security Instrument, prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument, as required by applicable law. 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 Paragraph 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.



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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 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.

8. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower within sixty (60) days.

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

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.

Donald Davis  
Borrower - **DONALD DAVIS**

Date: 3 18 2020

State of ILLINOIS )  
County of COOK ) ss.

This instrument was acknowledged before me on March 18<sup>th</sup> 2020,  
by **DONALD DAVIS**.

Shelia D James Battle  
Signature of Notary Public  
Typed or printed name: Shelia D. James Battle

(SEAL)  
My Commission expires: 09-01-2020

