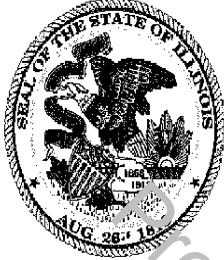


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Illinois Anti-Predatory Lending Database Program

Doc#: 2026121020 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 09/17/2020 08:56 AM Pg: 1 of 7

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: PIN: 18-34-410-037-0000

Address:

Street: 9020 DELL CT

Street line 2:

City: HICKORY HILLS

State: IL

ZIP Code: 60457

Lender: SECRETARY OF HOUSING AND URBAN DEVELOPMENT

Borrower: MICHAEL BELL AND ALEXANDRA BELL

Loan / Mortgage Amount: \$8,757.76

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: C711618F-EA4E-4E87-AA24-CF0B6E4FAC8B

Execution date: 7/16/2020

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Recording Requested By:
PHH Mortgage Corporation

After Recording Return To:
PHH Mortgage Corporation
Attention: Modification Processing
PO Box 24737
West Palm Beach, FL 33416-9838



APN 18-34-40-037-0000

Loan Number: 9019957498

FHA Case No. 137-9765087

----- (Space above this line for recording data) -----

PARTIAL CLAIM MORTGAGE

This Subordinate Mortgage ("Security Instrument") is given on 07/06/2020. The Mortgagor is MICHAEL BELL, ALEXANDRA BELL whose address is 9020 DELL CT, HICKORY HILLS, IL 60457 ("Borrower"). This Security 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 U.S. \$8,750,000. This debt is evidenced by Borrower's note dated the same date as this Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on 02/01/2049. This Security Instrument secures Lender: (a) the repayment of all 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 Cook County, IL:

The real property described being set forth as follows:

(Legal Description – Attached as Exhibit if Recording Agreement)

Which has the address of 9020 DELL CT, HICKORY HILLS, IL 60457 ("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 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.

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.

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2. **Borrower Not Released: Forbearance By Lender Not a Waiver.** Extension of the time of payment of the sum secured by this Security Instrument granted by Lender to any successor in the interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in the interest. Lender shall not be required to commence proceedings against any successors in the interest or refuse to extend time for payment of 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 the 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 sum 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 notices to Borrower provided for in this Security Instrument shall be given by delivering it 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 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 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 under the 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. 3751et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and 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.

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.



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BORROWER ACKNOWLEDGEMENT

IMPORTANT – Do NOT sign this Agreement unless you are in the presence of a notary. If extenuating circumstances prevent one notary signature, separately signed and notarized agreements will be accepted; however, the agreements must be returned in the same package to PHH Mortgage Corporation.

Each of the Borrower(s) and the Lender acknowledge that no representations, agreements or promises were made by the other party or any of its representatives other than those representations, agreements or promises specifically contained herein. This Agreement, and the Note and Security Instrument (as amended hereby) set forth the entire understanding between the parties. There are no unwritten agreements between the parties.



All individuals on the mortgage, note and the property title must sign this Agreement.

12-16-20
Date

Michael J Bell
MICHAEL BELL

7-16-20
Date

Alexandra Bell
ALEXANDRA BELL

Property of Cook County Clerk's Office

UNOFFICIAL COPY

State of Illinois
County of Cook



On this 16 day of July, 2020, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Michael Bell and Alexandra Bell personally known to me or identified to my satisfaction to be the person(s) who executed the within instrument, and they duly acknowledged that said instrument is their act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.

Lorraine Star Parra
Notary Public

My Commission Expires: April 25, 2022



PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

LEGAL DESCRIPTION

Order No.: 18CNW779008NP

For APN/Parcel ID(s): 18-34-410-037-0000

LOT 102 IN REALCOA'S HICKORY HILLS, BEING A SUBDIVISION OF THAT PART OF THE SOUTH 1764.59 FEET OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES 40 FEET EASTERLY OF AND PARALLEL WITH THE CENTER LINE OF KEAN AVENUE (EXCEPTING THEREFROM THE SOUTH 50 FEET THEREOF) IN COOK COUNTY, ILLINOIS

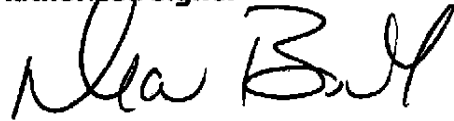
Property of Cook County Clerk's Office

UNOFFICIAL COPY

Certificate of Preparation

This is to certify that this instrument was prepared by PHH CORPORATION, for Secretary of Housing and Urban Development.

Authorized Signer



**Diane Bischoff
PHH Mortgage Corporation
5720 Premiere Park Dr
West Palm Beach FL 33407**

Property of Cook County Clerk's Office