

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program

Doc#: 2102839277 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 01/28/2021 01:38 PM Pg: 1 of 9

### Certificate of Exemption



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

The property identified as: **PIN: 26-30-309-004-0000**

**Address:**

**Street:** 2709 E 127TH ST

**Street line 2:**

**City:** CHICAGO

**State:** IL

**ZIP Code:** 60633

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

**Borrower:** JESUS AGUILERA AND SARA AGUILERA (VESTED PARTY)

**Loan / Mortgage Amount:** \$11,333.36

This property is located within the program area and is exempt from the requirements of 765 ILCS 7770 et seq. because it is government property.

**Certificate number:** 45CB649A-4975-4504-9D2B-675E7444C59B

**Execution date:** 10/31/2020

# UNOFFICIAL COPY

**After Recording Return To:**

Bank of America, N.A.  
 6860 Argonne St  
 Unit A  
 Denver, CO 80249

This document was prepared by **BANK OF AMERICA, N.A.**  
 \* Prepared by: Angelo Ortiz  
 \* REC#: 841567  
 FHA Case No. 1375656594703  
 Doc ID 055225682197105B

See Exhibit B for assignments of record if applicable **AJO**

\* APN: 26-30-309-004-0000

**ILLINOIS SUBORDINATE MORTGAGE**

\* And Sara Aguilera (vested party)

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on October 31, 2020. The Mortgagor(s) is/are Jesus Aguilera whose address is 2709 E 127TH ST, CHICAGO, IL 60633 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is Department of Housing and Urban Development, Attention: C&L Service Corp./Morris-Griffin Corp., 2458 E 81st Street, Suite 700, Tulsa, OK 74137 ("Lender"). Borrower owes Lender the principal sum of \$11,333.36. 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 July 1, 2040. 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 under Paragraph 2 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, State of Illinois: which has the address 2709 E 127TH ST, CHICAGO, IL 60633 (See Exhibit A for Legal Description if applicable) ("Property Address") more particularly described as follows:

FHA COVID-19 Partial Claim

**ILLINOIS - SUBORDINATE MORTGAGE HUD INSTRUMENT**

OrderID-3789662

# UNOFFICIAL COPY

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 and agree as follows:

**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 upon the terms and conditions stated herein and in the Note.

**2. LENDER'S RIGHT TO TAKE ACTION TO PROTECT THE PROPERTY.** If (A) Borrower does not keep all promises and agreements made in this Security Instrument, or (B) someone, including Borrower, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as, for example, a legal proceeding in bankruptcy, in probate, for condemnation, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions under this Paragraph 2 may include, for example, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs. Lender must give Borrower notice before Lender may take any of these actions.

Borrower will pay to Lender any amounts, with interest, which Lender spends under this Paragraph 2. This Security Instrument will protect Lender in case Borrower does not keep this promise to pay those amounts with interest.

Borrower will pay those amounts to Lender when Lender sends Borrower a notice requesting that Borrower do so. Borrower will also pay interest on those amounts at the same rate stated in the Note. Interest on each amount will begin on the date that the amount is spent

FHA COVID-19 Partial Claim

**ILLINOIS - SUBORDINATE MORTGAGE HUD INSTRUMENT**



OrderID-3789662

# UNOFFICIAL COPY

by Lender. However, Lender and Borrower may agree in writing to terms of payment that are different from those in this paragraph.

Although Lender may take action under this Paragraph 2, Lender does not have to do so.

**3. 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.

**4. 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.

**5. 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: 2488 E 81st Street, Tulsa, OK 74137 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.

**6. 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

FHA COVID-19 Partial Claim

ILLINOIS - SUBORDINATE MORTGAGE HUD INSTRUMENT



OrderID-3789662

# UNOFFICIAL COPY

effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**7. 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:

**8. ACCELERATION; REMEDIES.** If Borrower fails to keep any promise or agreement made in this Security Instrument, including the promise to pay, when due, the amount owed under the Note and under this Security Instrument, Lender, prior to acceleration, shall give notice to Borrower as provided in paragraph 5 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument foreclosure by judicial proceedings, and sale of the Property. The notice shall further inform 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 breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Security Instrument to be immediately due and payable without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, court costs, and costs of documentary evidence, abstracts and title reports.

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 7 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 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.

**9. BORROWER'S RIGHT TO REINSTATE.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to keep any promise or agreement made in this Security Instrument, including the promise to pay, when due, the amounts due under the Note and this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall

FHA COVID-19 Partial Claim

ILLINOIS - SUBORDINATE MORTGAGE HUD INSTRUMENT



OrderID:3789662

# UNOFFICIAL COPY

tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if the Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

**10. RELEASE.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay all costs of recordation, if any.

**11. WAIVER OF HOMESTEAD.** Borrower hereby waives all right of homestead exemption in the Property.

## REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Security Instrument to give Notice to Lender, at Lender's address set forth on page one of this Security Instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

FHA COVID-19 Partial Claim

ILLINOIS - SUBORDINATE MORTGAGE HUD INSTRUMENT



OrderID-3789662

# UNOFFICIAL COPY

In Witness Whereof, the Lender and I have executed this Agreement.  
(Signatures must be signed exactly as printed, original signature required and no photocopies accepted.)

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.

IN WITNESS WHEREOF, Borrower has executed this Security Instrument.



Jesus Aguilera  
Jesus Aguilera

(Must be signed exactly as printed)

12 / 28 / 2020  
Signature date (MM/DD/YYYY)

[Signature]  
Witness Signature

Axel B. Beck  
Witness Printed Name

12 / 28 / 2020  
Witness Signature Date (MM/DD/YYYY)

[Space below this line for Acknowledgement]

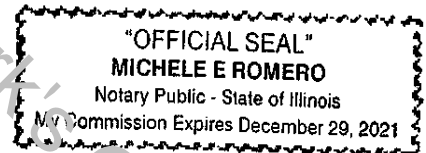
STATE OF Illinois  
COUNTY OF COOK

On the 28th day of December in the year 2020 before me, the undersigned, a Notary Public, personally appeared Jesus Aguilera, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person or entity upon behalf of which the person or entity acted, executed the instrument.

WITNESS my hand and official seal.

Michele E. Romero  
Michele E. Romero

Notary Signature  
Notary Public Printed Name  
(exactly as printed on seal)  
Notary Public Commission  
Expiration Date



December 29, 2021  
(Please ensure seal does not overlap any language or print)



# UNOFFICIAL COPY

The undersigned is executing this agreement solely to acknowledge that their ownership interest in the Property is subject to the lien of the Security Instrument, as modified by this Agreement, and not for the purpose of assuming personal liability for the Note.

(Signatures must be signed exactly as printed, original signature required and no photocopies accepted.)

 Sara Aguilera  
Sara Aguilera

(Must be signed exactly as printed)

12 / 28 / 2020  
Signature date (MM/DD/YYYY)

[Signature]  
Witness Signature

Jaxelle Roberto Clark  
Witness Printed Name

12 / 28 / 2020  
Witness Signature Date (MM/DD/YYYY)

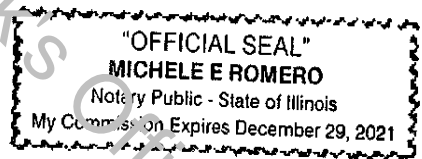
\_\_\_\_\_  
[Space below this line for Acknowledgement]

STATE OF Illinois  
COUNTY OF Cook

On the 28th day of December in the year 2020 before me, the undersigned, a Notary Public, personally appeared Sara Aguilera personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person or entity upon behalf of which the person or entity acted, executed the instrument.

WITNESS my hand and official seal.

Michele E. Romero Notary Signature  
Michele E. Romero Notary Public Printed Name  
(exactly as printed on seal)  
Notary Public Commission  
December 29, 2021 Expiration Date



(Please ensure seal does not overlap any language or print)



# UNOFFICIAL COPY

## EXHIBIT "A"

### LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, LOT 7 AND LOT 8 IN BLOCK 6 IN RAY QUINN AND COMPANY'S FORD CENTER, BEING A RESUBDIVISION OF BLOCKS 2, 3, 6 AND THE EAST 1/2 OF BLOCK 4 IN MARY W. INGRAM' S SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Parcel Number: 26-10-300-004-0000

PROPERTY OF Cook County Clerk's Office