

Illinois Anti-Predatory  
Lending Database  
Program

Doc#: 2104112238 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 02/10/2021 10:25 AM Pg: 1 of 6

Certificate of Exemption



Report Mortgage Fraud  
844-768-1713

The property identified as: **PIN:** 31-13-400-077-0000

**Address:**

**Street:** 325 Brookwood Drive

**Street line 2:**

**City:** Olympia Fields

**State:** IL

**ZIP Code:** 60461

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

**Borrower:** Leo Smith, a married man, solely and Anita Gibson Smith

**Loan / Mortgage Amount:** \$39,882.69

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 or person.

**Certificate number:** B82406F4-282D-49F4-95AB-E798BD0D16D9

**Execution date:** 10/14/2020

# UNOFFICIAL COPY

**After Recording Return To:**

RUTH RUHL, P.C.  
Recording Department  
12700 Park Central Drive Suite 850  
Dallas, Texas 75251

**Prepared By:**

RUTH RUHL, P.C.  
12700 Park Central Drive, Suite 850  
Dallas, Texas 75251, and Co-Counsel  
Lee Scott Perres, PC  
29 North Wacker Drive, Suite 1010  
Chicago, Illinois 60606

[Space Above This Line For Recording Data]

Loan No.: 0101342921

FHA Case No.: 137-7707393-703

## PARTIAL CLAIM MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on August 13th, 2020 .  
The Mortgagor LEO SMITH, A MARRIED MAN, SOLELY and ANITA GIBSON SMITH, whose address is 325  
BROOKWOOD TER, OLYMPIA FIELDS, Illinois 60461

("Borrower").

This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451  
Seventh Street, SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of  
thirty nine thousand eight hundred eighty two and 69/100 Dollars  
(U.S. \$ 39,882.69 ). 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 September 1st, 2050 .  
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 the following described property located in COOK County, Illinois:

First Lien Mortgage Information: Dated September 12th, 2014 and recorded in Book N/A, Page N/A, Instrument  
No. 1428110096.

# UNOFFICIAL COPY

Loan No.: 0101342921

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

which has the address of 325 BROOKWOOD TER, OLYMPIA FIELDS, Illinois 60461

("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 and 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, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.

# UNOFFICIAL COPY

Loan No.: 0101342921

**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:

**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 (but not prior to acceleration unless Applicable Law provides otherwise). 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, foreclosure by judicial proceeding 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 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 Section 7, including, but not limited to, reasonable attorneys' 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 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. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**9. Waiver of Homestead.** In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

# UNOFFICIAL COPY

Loan No.: 0101342921

**10. Placement of Collateral Protection Insurance.** Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower s agreement with Lender, Lender may purchase insurance at Borrowers expense to protect Lender s interests in Borrower s collateral. This insurance may, but need not, protect Borrowers interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower s and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower s total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

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.

10-14-20 \_\_\_\_\_ (Seal)  
Date LEO SMITH -Borrower

10-14-20 \_\_\_\_\_ (Seal)  
Date ANITA GIBSON SMITH, signing solely to -Borrower  
acknowledge this Agreement, but not to incur  
any personal liability for the debt

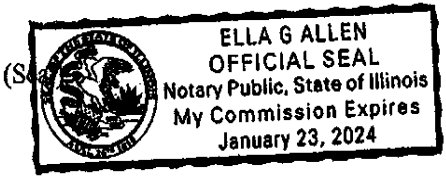
\_\_\_\_\_  
Date -Borrower

\_\_\_\_\_  
Date -Borrower

[Space Below This Line For Acknowledgment]  
State of Illinois §  
County of Cook §

The foregoing instrument was acknowledged before me this October 2020, 14<sup>th</sup>, [date]  
by LEO SMITH and ANITA GIBSON SMITH

\_\_\_\_\_  
[name of person acknowledged].  
Notary Signature  
Printed Name ELLA G. ALLEN  
Notary Public, State of ILLINOIS  
My Commission Expires: 01/23/2024



# UNOFFICIAL COPY

## EXHIBIT A

STREET ADDRESS: 325 BROOKWOOD DRIVE  
CITY: OLYMPIA FIELDS COUNTY: COOK  
TAX NUMBER: 31-13-400-077-0000

LEGAL DESCRIPTION:  
LOT 69 IN OLYMPIA WOODS FIRST ADDITION A SUBDIVISION OF PART OF SECTION 13,  
TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY  
ILLINOIS.

Property of Cook County Clerk's Office