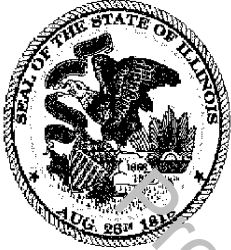


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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



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

Doc# 2114101034 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 05/21/2021 06:37 AM Pg: 1 of 6

The property identified as: **PIN: 07-15-410-006-0000**

**Address:**

**Street:** 365 APACHE LANE

**Street line 2:**

**City:** HOFFMAN ESTATES

**State:** IL

**ZIP Code:** 60169

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

**Borrower:** DOUGLAS S WAGNER AND JANESEA A WAGNER

**Loan / Mortgage Amount:** \$8,565.27

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:** 7EB4F134-FE73-4B8B-BC08-2CDB3E6D3935

**Execution date:** 5/1/2021

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When recorded mail to: 13406695  
 FAMS-DTO Rec  
 3 First American Way  
 Santa Ana, CA 92707  
 Rushmore 28583.2 PC REC  
 0-IL WAGNER E-Record

This Document Prepared By:  
 Rushmore Loan Management Services  
 LLC  
 15480 Laguna Canyon Road  
 Irvine, CA 92618

Parcel ID Number: 07-15-410-006-0000

[Space Above This Line For Recording Data]

Loan No: 7601814199  
 FHA Case Number: 137-6368371-703

## PARTIAL CLAIM MORTGAGE

THIS PARTIAL CLAIM MORTGAGE ("Security Instrument") is given this 27th day of April, 2021. The Mortgagor is DOUGLAS S. WAGNER and JANESEA A. WAGNER, whose address is 365 APACHE LN, HOFFMAN ESTATES, IL 60169 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, whose address is 451 Seventh Street SW, Washington, DC 20410 (herein "Lender"). Borrower owes Lender the principal sum of EIGHT THOUSAND FIVE HUNDRED SIXTY FIVE AND 27/100 Dollars (U.S. \$8,565.27). 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, 2047.

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 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 mortgages, grants and conveys to Lender and Lender's successors and assigns, the following described property located in the County of COOK, State of ILLINOIS:

See Exhibit "A" attached hereto and made a part hereof;

which has the address of 365 APACHE LANE, HOFFMAN ESTATES, IL 60169 ("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 seised 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



★ 7 6 0 1 8 1 4 1 9 9 ★  
 Illinois Partial Claim Mortgage  
 308 8336 11/12



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(page 1 of 4)

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all claims and demands, subject to 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.

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.

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 terms 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: **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. The notice



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Illinois Partial Claim Mortgage  
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\* 4 1 2 9 3 + 3 6 \*

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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 Promissory 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 by the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to 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.

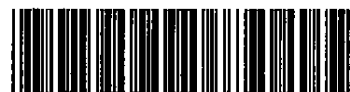
9. **Waiver of Homestead.** In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

10. **Bankruptcy Discharge.** If Borrower, subsequent to April 27, 2021, receives a discharge in a Chapter 7 bankruptcy, and there is no valid reaffirmation agreement of the underlying debt, Lender will not attempt to re-establish any personal liability for the underlying debt.



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Illinois Partial Claim Mortgage  
308 8336 11/12



\* 4 1 2 9 3 + 3 6 \*

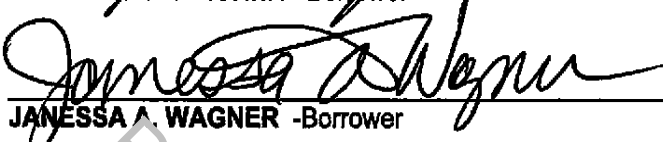
(page 3 of 4)

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

  
**DOUGLAS S. WAGNER** -Borrower

Date: 5-1-2021

  
**JANESSA A. WAGNER** -Borrower

Date: 5-1-2021

\_\_\_\_\_[Space Below This Line For Acknowledgments]\_\_\_\_\_

State of Illinois

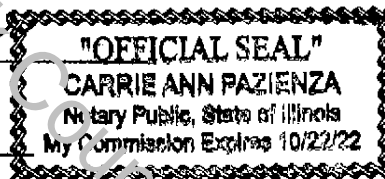
County of DuPage

The foregoing instrument was acknowledged before me, a Notary Public on

5-1-2021 by **DOUGLAS S. WAGNER** and **JANESSA A. WAGNER**.

  
 (Signature of person taking acknowledgment)

My Commission Expires on 10/22/22



\* 7 6 0 1 8 1 4 1 9 9 \*

Illinois Partial Claim Mortgage  
 308 8336 11/12



\* 4 1 2 9 3 + 3 6 \*

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## Exhibit "A"

Loan Number: 7601814199

Property Address: 205 APACHE LANE, HOFFMAN ESTATES, IL 60169

**Legal Description:**

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS: LOT 17 IN BLOCK 26 IN HOFFMAN ESTATES II, BEING A SUBDIVISION OF THAT PART LYING SOUTH OF HIGGINS ROAD (AS THAT ROAD EXISTED ON AUGUST 30, 1926) OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14 AND OF THE NORTHEAST 1/4 OF SECTION 15 THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 8, 1956 AS DOCUMENT 16515708 IN COOK COUNTY, ILLINOIS.



\* 7 6 0 1 8 1 4 1 9 9 \*  
308 12338 08/18 Exhibit A Legal Description Attachment



\* 4 1 2 9 3 + 3 6 \*  
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