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Illinois Anti-Predatory **Lending Database** Program

Certificate of Exemption

Doc#. 2115201516 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 06/01/2021 01:36 PM Pg: 1 of 6



Report Mortgage Fraud 844-768-1713

The property identified as:

PIN: 12-32-209-002-0000

Address:

Street:

303 East Palmer Ave

Street line 2:

City: Northlake

Lender: Secretary of Housing and Urban Development

Borrower: Rachel Varela and Felipe Arenas

Loan / Mortgage Amount: \$18,188.88

204 COUNTY CIEPTS This property is located within the program area and is exempt from the requirements of 765 ILCS 17770 et seq. because it is government property.

Certificate number: B0CB0A59-6C38-49D5-91D9-4A52067F6C08 Execution date: 4/30/2021

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Recording Requested By/Return To: NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER 999 TECH ROW, #200 MADISON HEIGHTS, MICHIGAN 48071

This Instrument Prepared By:
NATIONSTAN MORTGAGE LLC
D/B/A MR. COOPER.
8950 CYPRESS WAN FRS BLVD.
COPPELL, TX 75019

- [Space Above This Line For Recording Data] -----

PARTIAL CLAIM MORTGAGE

FHA Case Number 137-7764282703

Property Address: 303 E . PALMER AVENUE, NORTHLAKE, ILLINOIS 60164

THIS SUBORDINATE MORTGAGE ("Security 'nstrument") is given on the date of execution. The Mortgagor is RACHEL VARELA, MARRIED AND FELIPE ARENAS, whose address is 303 E. PALMER AVENUE, NORTHLAKE, ILLINOIS 60164 ("Borrowe"). 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 EIGHTEEN THOUSAND ONE HUNDRED EIGHTY-EIGHT AND 88/100THS Dollars (U.S. \$18,188.68)

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 NOVEVBER 01, 2044.

Notwithstanding the foregoing or any other provisions contained herein, if perconal 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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Loan Number 613573906

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:

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE COUNTY OF COOK, STATE OF ILLINOIS, BEING KNOWN AND DESIGNATED AS FOLLOWS: LOT 2 IN BLOCK 14 IN SECTION 2 OF COUNTRY CLUB ADDITION TO MIDLAND DEVELOPMENT COMPANY'S NORTH LAKE VILLAGE, A SUBDIVISION IN THE SOUTHWEST 1/4 (EXCEPT THE SOUTH 100 RODS) THE WEST 1/2 OF THE SOUTHEAST 1/4 (EXCEPT THE SOUTH 100 RODS) THE SOUTH 1/2 OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 ALL IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. RECORDED IN INSTRUMENT NUMBER 1429744080.

Tax Parcel No.:

12-32-209-002-0000

which has the address of 303 E . PALMER AVENUE, NCPTHLAKE, ILLINOIS 60164 ("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 unencombered, 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.

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Loan Number 613573906

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. Porrower 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 chall not operate to release the liability of the original Borrower or Borrower's successor in interest, reader 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 coany right or remedy.
- 3. Successors and Assigns dound; 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 corenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument out 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.
- 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: U.S. Department of Housing and Urban Development, Attention: Single Family Notes Branch, 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

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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 Lenue, 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 ollowing 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.

If the Lender's interest in this Security Instrumer? 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, London 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.

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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.

Date: 04 130 12021

Borrower -

State of ILLINOIS

County of Enter County Here

This instrument was acknowledged before me on by RACHEL VARELA and FELIPE ARENAS.

Signature of Notary Public

My Commission expires: 0l-12-2022Clort's Office

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