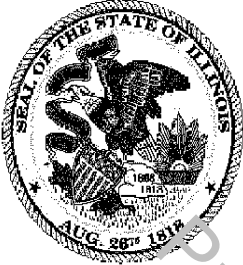


## Illinois Anti-Predatory Lending Database Program

Doc#. 2123241261 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 08/20/2021 02:35 PM Pg: 1 of 7

### Certificate of Exemption



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

The property identified as: **PIN: 12-12-425-009-1055**

**Address:**

**Street:** 4811 N OLCOTT AVE UNIT 50

**Street line 2:**

**City:** HARWOOD HEIGHTS

**State:** IL

**ZIP Code:** 60706

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

**Borrower:** ALBERT GJOKA AND DONIKA GJOKA

**Loan / Mortgage Amount:** \$24,457.50

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:** 2ABCB5F0-7C7D-4771-A8D7-C98E21EF8EAE

**Execution date:** 7/29/2021

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This Document Prepared By:  
**DAVID GUBRIEN**  
**QUICKEN LOANS, LLC**  
**635 WOODWARD AVE**  
**DETROIT, MI 48226**  
**(888) 663-7374**

When Recorded Mail To:  
**FIRST AMERICAN TITLE CO.**  
**3 FIRST AMERICAN WAY**  
**SANTA ANA, CA 92707-9991**

Tax/Parcel #: 12-12-425-009-1055

\_\_\_\_\_[Space Above This Line for Recording Data]\_\_\_\_\_

FHA Case No.: 137-837649 3 734

Loan No: 3348901730

## PARTIAL CLAIMS MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **JULY 29, 2021**. The mortgagor is **ALBERT GJOKA AND DONIKA GJOKA, HUSBAND AND WIFE** ("Borrower"), whose address is **4811 N OLCOTT AVE UNIT 50, HARWOOD HEIGHTS, ILLINOIS 60706**. This Security Instrument 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 **TWENTY-FOUR THOUSAND FOUR HUNDRED FIFTY-SEVEN DOLLARS AND 50 CENTS** Dollars (U.S. \$24,457.50). 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 **JANUARY 1, 2046**.

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

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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 the COUNTY of **COOK**, State of **ILLINOIS**:

which has the address of , **4811 N OLCOTT AVE UNIT 50, HARWOOD HEIGHTS, ILLINOIS 60706** (herein "Property Address");

## LEGAL DESCRIPTION

**PLEASE SEE ATTACHED EXHIBIT 'A'**

Tax Parcel No. **12-12-425-009-1055**

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 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

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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: 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.** If the borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt

**8. 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 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 and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. 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

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demand and may invoke any other remedies permitted by Applicable Law. 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 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 a Lender under this Paragraph or applicable law.

**9. Bankruptcy Discharge.** If Borrower, subsequent to , 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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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

Albert Gjoka

Borrower: **ALBERT GJOKA**

<sup>821</sup>  
08-10-21  
Date

Donika Gjoka

Borrower: **DONIKA GJOKA**

08/10/21  
Date

[Space Below This Line for Acknowledgments]

## BORROWER ACKNOWLEDGMENT

State of **ILLINOIS**

County of COOK

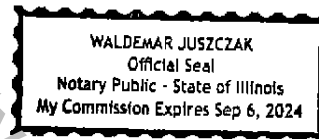
This instrument was acknowledged before me on 8.10.21  
(date) by **ALBERT GJOKA, DONIKA GJOKA** (name/s of person/s acknowledged).

[Signature]  
Notary Public  
(Seal)

Printed Name: WALDEMAR JUSZCZAK

My Commission expires:

9.6.24



# UNOFFICIAL COPY

## EXHIBIT A

**THE LAND ASSOCIATED WITH THE PROPERTY ADDRESS REFERRED TO IN THIS DOCUMENT IS SITUATED IN THE CITY OF HARWOOD HEIGHTS, COUNTY OF COOK AND STATE OF ILLINOIS, AND DESCRIBED AS FOLLOWS:**

### PARCEL 1:

UNIT 4811-501 IN THE CLOCK TOWER POINTE OF HARWOOD HEIGHTS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

### PARCEL A:

LOTS 1, 2, 3, 4, 5, 6 AND 7 IN BLOCK 9 AND LOTS 4, 5, AND 6 TOGETHER WITH THE SOUTH 1/2 OF THE VACATED 16 FOOT ALLEY LYING NORTH OF AND ADJOINING SAID LOTS 4, 5, AND 6 IN BLOCK 10; AND ALL OF VACATED GUNNISON STREET LYING BETWEEN AFORESAID BLOCKS 9 AND 10 IN OLIVER SALINGER AND COMPANY'S LAWRENCE AVENUE MANOR BEING A SUBDIVISION OF LOT 3 IN CIRCUIT COURT PARTITION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 AND PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL B:

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF OLIVER SALINGER AND COMPANY'S LAWRENCE AVENUE MANOR, BEING A SUBDIVISION OF LOT 3 IN CIRCUIT COURT PARTITION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 AND PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 12, RECORDED APRIL 28, 1925 AS DOCUMENT 8886267, LYING WEST OF WEST LINE OF THE SOUTH 18.61 ACRES OF THE EAST 31.86 ACRES OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12 AFORESAID, AND LYING SOUTH OF THE CENTER LINE OF ALLEY, EXTENDED EAST, IN BLOCK 10 IN OLIVER SALINGER AND COMPANY'S LAWRENCE AVENUE MANOR AFORESAID, (EXCEPTING THAT PART THEREOF FALLING IN LAWRENCE AVENUE); IN COOK COUNTY, ILLINOIS.

### PARCEL C:

THAT PART OF THE SOUTH 18.61 ACRES OF THE EAST 31.86 ACRES OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF ALLEY, EXTENDED EAST, IN BLOCK 10 IN OLIVER SALINGER AND COMPANY'S LAWRENCE AVENUE MANOR, BEING A SUBDIVISION OF LOT 3 IN CIRCUIT COURT PARTITION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPTING FROM SAID TRACT OF LAND THE EAST 333.03 FEET (MEASURED ON THE SOUTH LINE AND ALSO EXCEPTING THAT PART THEREOF WHICH LIES SOUTH OF THE SOUTH 50 FEET THEREOF, (MEASURED AT RIGHT ANGLES TO THE SOUTH LINE); IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0716903044, AND AS AMENDED BY DOCUMENT 0724215000, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

### PARCEL 2:

THE EXCLUSIVE RIGHT TO USE OF PARKING SPACE P 1-18 AND P 1-19 AND STORAGE SPACE S 1-18 AND S 1-19, LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0716903044, AND AS AMENDED BY DOCUMENT 0724215000.

**APN: 12-12-425-009-1055**