

Illinois Anti-Predatory Lending Database Program

Doc#: 2129304316 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 10/20/2021 01:45 PM Pg: 1 of 5

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN: 25-08-301-003-0000**

210555686

Address:

Street: 9913 S CHARLES STREET

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60643

Lender: SECRETARY OF HOUSING AND URBAN DEVELOPMENT

Borrower: CANDACE DAVIS

Loan / Mortgage Amount: \$9,425.26

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: 3E1867D6-C0F3-46C0-AEB1-CB3FF80A2AE1

Execution date: 9/9/2021

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IL SMS No 578553141 PC
 This document prepared by:
 Nicole Harwood
 Shellpoint Mortgage Servicing
 55 Beattie Place Suite 110 (MS 157)
 Greenville, SC 29601
 Telephone: 865-825-2174

**Requested By and
 When Recorded Return To:**
ServiceLink Loan Mod Solutions
3220 El Camino Real
Irvine, CA 92602
(800) 934-3124

 [Space Above This Line For Recording Data]

Partial Claim Mortgage
Document Date: 9/9/2021

210555686

FHA Case No.: 137-8058451

Borrower Name: CANDACE DAVIS

Property Address: 9913 S CHARLES STREET Chicago, IL, 60643 in Cook County (Primary Residence)

Lender Name: Secretary of Housing and Urban Development

Lender Address: 451 Seventh Street, SW, Washington DC 20410

Servicer Name: NewRez LLC dba Shellpoint Mortgage Servicing in its capacity as Servicer/Agent for Secretary of Housing and Urban Development

Servicer Address: 55 Beattie Place Suite 110 Greenville, SC 29601

Original Loan Amount: \$9,425.26

County & State: Cook County, IL

APN: 25-08-301-003-0000

Legal Description: LOT 72 AND THE NORTHERLY 15 FEET OF LOT 71 IN BLOCK 5 IN HOUGH AND REED'S ADDITION TO WASHINGTON HEIGHTS, A SUBDIVISION OF LOT 17 IN BLOCK 4 IN WASHINGTON HEIGHTS AND THAT PART OF THE SOUTH WEST QUARTER OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH 100 ACRES (EXCEPT RAILROAD) IN COOK COUNTY, ILLINOIS.

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Attachment 2 Model Subordinate Mortgage Form
FHA Case No. 1378058451-703

PARTIAL CLAIM MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on September 9, 2021. The Mortgagor is CANDACE DAVIS F/K/A CANDACE KERBY Whose address is 9913 S CHARLES STREET , CHICAGO, IL 60643 ("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 Nine thousand four hundred twenty-five dollars and twenty-six cents (U.S. \$9,425.26). 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 9/1/2051. 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, IL: which has the address of 9913 S CHARLES STREET CHICAGO, IL 60643, ("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 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

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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 10410 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.

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.

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.

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Space Below this Line for Individual Acknowledgement

Candace Davis Candace Kerby (Seal) 9/18/21 (Date)
CANDACE DAVIS F/K/A CANDACE KERBY

Signed, acknowledged and delivered in the presence of:

Witness [Signature] (Seal)
Witness [Signature] (Seal)

State of IL

County of Cook

I certify that the following person(s) Candace Davis Candace Kerby and
[Signature] personally appeared before me this 18 day
of September, 2021, and [] I have personal knowledge of the identity of the
principal(s), [] I have seen satisfactory evidence of the principal's identity, by a current
state or federal identification evidence of the principal's identity photograph in the form
of a Drivers License, or [] credible witness has sworn to the identity of the
principal(s); each acknowledging to me that he or she voluntarily signed the foregoing
document for the purpose stated herein and in the capacity indicated:

Witness my hand and official seal, this 18 day of September, 2021.

Notary Signature [Signature] (Seal)

Witness _____ (Seal)

Typed/Printed Name: Lisa Nordstrom (Official Seal)

Notary Public, State of: IL

(VA Notaries) Reg. No.: 905366

My Commission Expires: Dec. 4, 2023

