

## Illinois Anti-Predatory Lending Database Program

Doc#: 2131408180 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 11/10/2021 12:10 PM Pg: 1 of 6

### Certificate of Exemption



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

The property identified as: **PIN: 25-09-323-031-0000**

**Address:**

**Street:** 444 W. 102nd St

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60628

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

**Borrower:** Homer Weathersby Jr

**Loan / Mortgage Amount:** \$15,840.81

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:** 423112F4-BADF-42E4-826C-7883ECD8F2E0

**Execution date:** 10/31/2021

**UNOFFICIAL COPY**

**Return To:** Caliber Home Loans, Inc.  
13801 Wireless Way  
Oklahoma City, OK 73134

**Prepared By:** Janone Irons  
Caliber Home Loans, Inc.  
13801 Wireless Way  
Oklahoma City, OK 73134

---

## FHA Partial Claim Mortgage

---

FHA Case No.
--------------

1379142509703
---------------

THIS SUBORDINATE MORTGAGE ("*Security Instrument*") is given on October 6, 2021. The Mortgagor is HOMER WEATHERSBY JR, an unmarried individual whose address is 444 W 102ND ST, CHICAGO, IL 60628-1954 ("*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 Fifteen thousand eight hundred forty and 81/100 dollars (U.S. \$15,840.81). 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. For this purpose, Borrower does hereby mortgage, warrant and convey to the Lender, with the power of sale the following described property located in Cook County, Illinois which has the address of 444 W 102ND ST, CHICAGO, IL 60628-1954

**TRANSFER OF RIGHTS IN THE PROPERTY.** This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, the following described property located in the County [Type of Recording Jurisdiction] of Cook [Name of Recording Jurisdiction]: The legal description to the Property may be attached to this Agreement by the Servicer if required.

**Parcel ID Number:** 25093230310000 which currently has the address of 444 W 102ND ST [Street] CHICAGO [City], Illinois 60628-1954 [Zip Code] ("*Property Address*"):



**UNOFFICIAL COPY**

lmb Tracking Number: 00040901042025918357

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 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.

**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 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.



**UNOFFICIAL COPY**

**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 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 non-judicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. Section 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. Jury Trial Waiver.** The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

**10. 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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

**Borrower**

Homer Weathersby 10-13-21  
HOMER WEATHERSBY JR Date

**Acknowledgment**

State of Illinois

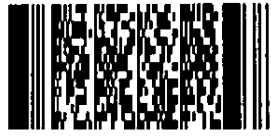
County of Cook

This instrument was acknowledged before me on 10/13/2021 by HOMER WEATHERSBY JR.

[Signature]  
Notary Public



Tyshawn C. Snowden  
(Print Name)  
My commission expires: 09/07/2022



# UNOFFICIAL COPY

## EXHIBIT A

Order No.: OC17011390

For APN/Parcel ID(s): 25-09-323-031-0000 and 25-09-323-038-0000

For Tax Map ID(s): 25-09-323-031-0000 and 25-09-323-038-0000

---

THE WEST 4 FEET 6 INCHES OF LOT 61 AND ALL OF LOTS 62, 63 AND 64 IN W. H. LITTLE'S RESUBDIVISION OF BLOCK 5 IN FERNWOOD PARK SUBDIVISION OF THE EAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office