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Illinois Anti-Predatory Lending Database Program

Doc#: 2134225214 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 12/08/2021 02:37 PM Pg: 1 of 7

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN: 20-19-110-006-0000**

Address:

Street: 6413 S Oakley Ave.

Street line 2:

City: Chicago

State: IL

ZIP Code: 60636

Lender: Secretary of Housing and Urban Development

Borrower: Sandra Hemphill And Lillian Hart

Loan / Mortgage Amount: \$4,499.76

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is government property.

Certificate number: 78AD5AC8-3101-4ECA-A90A-316B6B8A5DE5

Execution date: 11/29/2021

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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:
NATIONSTAR MORTGAGE LLC
D/B/A MR. COOPER
8950 CYPRESS WATERS BLVD.
COPPELL, TX 75019

[Space Above This Line For Recording Data]

PARTIAL CLAIM MORTGAGE

FHA Case Number 137-0718470703

Property Address: 6413 S OAKLEY AVE., CHICAGO, ILLINOIS 60636

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on the date of execution. The Mortgagor is SANDRA HEMPHILL AND LILLIAN HART, whose address is 6413 S OAKLEY AVE., CHICAGO, ILLINOIS 60636 ("Borrower"). 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 FOUR THOUSAND FOUR HUNDRED NINETY-NINE AND 76/100THS Dollars (U.S. \$4,499.76).

Notwithstanding the foregoing or any other provisions contained herein, if personal 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 to this Note, does not constitute a demand for payment or any attempt to collect any such previously discharged obligation.



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Loan Number 619301328

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 DECEMBER 01, 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, ILLINOIS:

LEGAL DESCRIPTION:

THE LAND HEREINAFTER REFERRED TO IS SITUATED IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 43, IN BLOCK 19 IN SOUTH LYNNE, BEING VAIL'S SUBDIVISION OF THE NORTH 1/2 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. RECORDED IN INSTRUMENT NUMBER 00941913

Tax Parcel No.:

20-19-110-006-0000

which has the address of 6413 S OAKLEY AVE, CHICAGO, ILLINOIS 60636 ("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 and agree as follows:

UNIFORM COVENANTS.



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Loan Number 619301328

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: 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 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.



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Loan Number 619301328

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, in accordance with Paragraph 7 of this Security Instrument, prior to acceleration following 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 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. § 5751 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 without charge to Borrower within sixty (60) days.

9. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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.

Sandra Hemphill
Borrower - SANDRA HEMPHILL

Date: 11 29 21



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Loan Number 619301328

Borrower - **LILLIAN HART** Date: ___/___/___

State of ILLINOIS)
County of Cook)
Enter County Here

This instrument was acknowledged before me on November 29, 2021
by SANDRA HEMPHILL and LILLIAN HART *QHC*

Qiana K. Cage

Signature of Notary Public

(SEAL)



My Commission expires: 7-22-2024



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STATE OF ILLINOIS
County of Cook

DAVID ORR, County Clerk

JULY 1, 2014

I, David Orr, County Clerk of the County of Cook, in the State aforesaid, and Keeper of the Records and Files of said County do hereby certify that the attached is the true and correct copy of the original Record on file, all of which appears from the records and files in my office.
IN WITNESS THEREOF, I have hereunto set my hand and affixed the Seal of the County of Cook, at my office in the City of Chicago, in said County.

214 970 96

David D. Orr
COUNTY CLERK

DECEDENT'S BIRTH NO.	REGISTRATION DISTRICT NO. 16.10	STATE OF ILLINOIS			STATE FILE NUMBER	
	REGISTERED NUMBER	MEDICAL CERTIFICATE OF DEATH			608637	
Type or Print in PERMANENT INK See Funeral Directors, Hospital, or Physicians Handbook for INSTRUCTIONS A B C D E	1. DECEASED-NAME FIRST MIDDLE LAST Lillian Bart		2. SEX Female	3. DATE OF DEATH (MONTH, DAY, YEAR) May 14, 2005		
	4. COUNTY OF DEATH Cook		5a. AGE-LAST BIRTHDAY (YRS)	5b. UNDER 1 YEAR MOSE. DAYS	5c. UNDER 1 DAY HOURS MIN.	6. DATE OF BIRTH (MONTH, DAY, YEAR) April 28, 1938
	7a. CITY, TOWN, TWP. OR ROAD DISTRICT NUMBER Chicago		7b. HOSPITAL OR OTHER INSTITUTION NAME (IF NOT IN EITHER, GIVE STREET AND NUMBER) Holy Cross		7c. IF HOSP. OR INST. INDICATE D.O. OF OPENING PATIENT (SPECIFY)	
	8. BIRTHPLACE (CITY AND STATE OR FOREIGN COUNTRY) Union Spring, A L		9. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (SPECIFY) Widowed		10. NAME OF SURVIVING SPOUSE (MAIDEN NAME, IF WIFE) None	
	11. SOCIAL SECURITY NUMBER 256-62-7769		12. USUAL OCCUPATION Cook		13. KIND OF BUSINESS OR INDUSTRY City Of Chicago	
	14. RESIDENCE (STREET AND NUMBER) 6413 S. Oakley		15. CITY, TOWN, TWP. OR ROAD DISTRICT NO. Chicago		16. INSIDE CITY (YES/NO) Yes	
	17. STATE IL		18. ZIP CODE 60636		19. RACE (WHITE, BLACK, AMERICAN INDIAN, etc.) Black	
	20. FATHER-NAME FIRST MIDDLE LAST Clarence Hunter		21. MOTHER-NAME FIRST MIDDLE LAST (MAIDEN) LAST Frances Fields		22. OF HISPANIC ORIGIN? (SPECIFY NO OR YES-IF YES, SPECIFY CUBAN, MEXICAN, PUERTO RICAN) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES SPECIFY:	
	23. INFORMANT'S NAME (TYPE OR PRINT) David Allison		24. RELATIONSHIP Relative		25. MAILING ADDRESS (STREET AND NO. OR R.F.D., CITY OR TOWN, STATE, ZIP) 7838 S. Cottage Grove Chgo. IL 60619	
	18. PART I. Enter the diseases, or complications that caused the death. Do not enter a mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line.					
Immediate Cause (Final disease or condition resulting in death) (a) SEPTICEMIA DUE TO, OR AS A CONSEQUENCE OF						
CONDITIONS, IF ANY WHICH GIVE RISE TO IMMEDIATE CAUSE (a) STATING THE UNDERLYING CAUSE LAST. (b) DUE TO, OR AS A CONSEQUENCE OF (c)						
PART II. Other illnesses contributing to death but not resulting in the underlying cause given in PART I.						
26. DATE OF OPERATION, IF ANY		27. MAJOR FINDINGS OF OPERATION		28. AUTOPSY (YES/NO) No		
29. (1)(D) (DID NOT) ATTEND THE DECEASED AND LAST SAW HIM/HER ALIVE ON 5/13/2005		30. WAS CORONER OR MEDICAL EXAMINER NOTIFIED? (YES/NO) NO		31. TIME OF DEATH 12:20 AM		
32. TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE TIME, DATE AND PLACE AND DUE TO THE CAUSE(S) STATED.						
22a. SIGNATURE <i>Sanjay Amin</i>				22b. DATE SIGNED 6/12/06		
22c. NAME AND ADDRESS OF CERTIFIER (TYPE OR PRINT) Sanjay Amin 1945 W. Wilson St. 1111 Chicago IL				22d. ILLINOIS LICENSE NUMBER 036-087153		
23. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (TYPE OR PRINT)						
24a. BURIAL, CREMATION, REMOVAL, SPECIFY		24b. CEMETERY OR CREMATORY-NAME Mt. Glenwood West		24c. LOCATION CITY OR TOWN STATE Glenwood, Illinois		
24d. FUNERAL HOME NAME Leak and Sons Funeral Home		24e. STREET AND NUMBER OR R.F.D. 7838 S. Cottage Grove Chicago, Illinois 60619		24f. DATE (MONTH, DAY, YR) 5/27/2005		
24g. CITY OR TOWN STATE ZIP						