

Illinois Anti-Predatory  
Lending Database  
Program

Doc#: 2209813007 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 04/08/2022 09:28 AM Pg: 1 of 10

Certificate of Exemption



Report Mortgage Fraud  
844-768-1713

The property identified as: **PIN:** 13-30-214-041-0000

**Address:**

**Street:** 3005 N. Natchez Ave

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60634

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

**Borrower:** Dionne Marie Terrell and John Willie Terrell, Jr

**Loan / Mortgage Amount:** \$62,018.34

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:** 1CFD9721-6B0B-494D-BAB7-8CCE6DC5A027

**Execution date:** 12/21/2021

# UNOFFICIAL COPY

**Recording Requested By:**

Freedom Mortgage Corporation  
907 Pleasant Valley Avenue  
Mount Laurel, NJ 08054

**After Recording Return To:**

Freedom Mortgage Corporation C/O:  
Mortgage Connect Document Solutions  
6860 North Argonne Street, Unit A  
Denver, CO 80249  
APN/Tax ID: 13-30-214-041-0000  
Recording Number: 2003812

This document was prepared by: Freedom Mortgage Corporation,

Space Above This Line For Recording Data

## SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on 1st day of January, 2022.

The Mortgagor **DIONNE MARIE TERRELL AND JOHN WILLIE TERRELL, JR.** Whose address is 3005 N NATCHEZ AVE CHICAGO, IL 60634 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, its successors and assigns whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of sixty-two thousand eighteen and 34/100 Dollars (U.S. 62,018.34). 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, 2052.

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 2 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, State of ILLINOIS which has the address of 3005 N NATCHEZ AVE CHICAGO, IL 60634, ("Property Address") more particularly described as follows: *See Exhibit A for Legal Description*

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 or record.

Partial Claim

PACKAGE\_FMC\_FHA06 M102OCT21.v.1  
Page 1 of 5

5441771 424 20211125090314357



# UNOFFICIAL COPY

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 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.

Partial Claim

PACKAGE\_FMC\_FHA06 M102OCT21.v.1  
Page 2 of 5

5441771 424 20211125090314357



# UNOFFICIAL COPY

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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 unless Applicable Law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than thirty days from the date the notice is mailed to Borrower, by which the default must be cured; and (d) that failure to cure such 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 proceedings, 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 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 of the sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender to the extent permitted by applicable law shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section including, but not limited to, reasonable attorneys' fees and costs of title evidence.

9. **RELEASE.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

10. **WAIVER OF HOMESTEAD.** Borrower hereby waives all right of homestead exemption in the Property.

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.

Partial Claim

PACKAGE\_FMC\_FHA06 M102OCT21.v.1  
Page 3 of 5

5441771 424 20211125090314357



# UNOFFICIAL COPY

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.

Dionne Marie Terrell

Dionne Marie Terrell  
(Must be signed exactly as printed)

12 / 21 / 21  
Signature Date (MM/DD/YYYY)

John Willie Terrell, Jr.

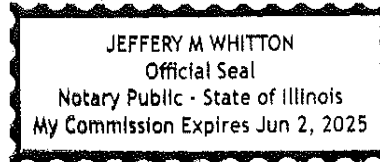
John Willie Terrell, Jr.  
(Must be signed exactly as printed)

12 / 21 / 21  
Signature Date (MM/DD/YYYY)

Jeffery M. Whitton  
Witness Signature

JEFFERY M. WHITTON  
Witness Printed Name

12 / 21 / 2021  
Witness Signature Date (MM/DD/YYYY)



\_\_\_\_\_  
[Space below this line for Acknowledgement]

STATE OF Illinois  
COUNTY OF Cook

On the 21<sup>st</sup> day of Dec in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared Dionne Marie Terrell and John Willie Terrell, Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person or entity upon behalf of which the person or entity acted, executed the instrument.

WITNESS my hand and official seal.

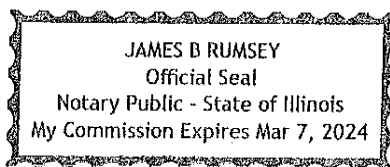
James B Rumsey  
(Signature)

(Notary Public Seal)

(Please ensure seal does not overlap any language or print)

Notary Public: JAMES B Rumsey  
(Printed Name)

Notary commission expires: 03/07/2024



Partial Claim



# UNOFFICIAL COPY

## EXHIBIT A

The following described Real Estate situated in the County of Cook, in the State of Illinois, to wit:

The North 1/2 of the South 1/2 of Lot 69 in the Second Addition to Mont Clare Gardens, being a Subdivision of the 1/2 East half of the Northwest 1/4 (except that part taken for railroad) of Section 36 Township 40 North Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

689683068

(B) Place

Payment shall be made at the FHA, Attention: Security Held Loan Servicing, 2000 N Classen Blvd #3200, Oklahoma City, OK 73106 or any such other place as Lender may designate in writing by notice to Borrower.

5. BORROWER'S RIGHT TO REPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

7. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all the amounts owed under this Note.

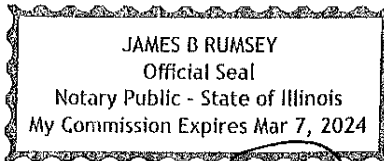
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

Dionne Terrell  
DIONNE TERRELL - Printed Name

Dionne Terrell  
Borrower Signature

JOHN TERRELL  
JOHN TERRELL - Printed Name

John Terrell  
Borrower Signature



James B Rumsey  
Dec. 21<sup>st</sup> 2021

Partial Claim



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John Willie Terrell, Jr.

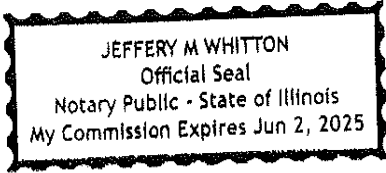
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Witness Signature

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\_\_\_\_\_ [Space below this line for Acknowledgement]

STATE OF Illinois

COUNTY OF Cook

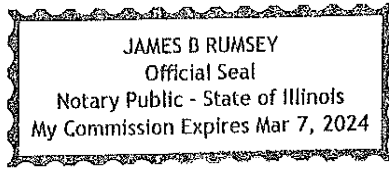
On the 21<sup>st</sup> day of Dec in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared Dionne Marie Terrell and John Willie Terrell, Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person or entity upon behalf of which the person or entity acted, executed the instrument.

WITNESS my hand and official seal.  
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(Signature)

(Notary Public Seal)  
(Please ensure seal does not overlap any language or print)

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Notary commission expires: 03/07/2024





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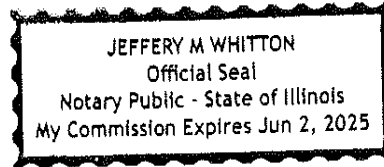
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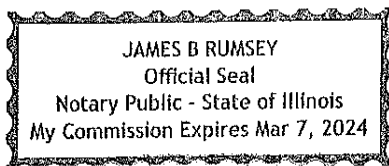
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