Doc#. 2211033079 Fee: \$98.00

Date: 04/20/2022 04:04 PM Pg: 1 of 6

Karen A. Yarbrough Cook County Clerk

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud 844-768-1713

The property identified as: PIN: 16-03-213-012-0000

Address:

Street: 1417 N. Kostner Ave

Street line 2:

City: Chicago **ZIP Code: 60651** County Clarks

Lender. Secretary of Housing and Urban Development

Borrower: Mariana Vargas and Josue Espinosa

Loan / Mortgage Amount: \$9,857.20

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

Certificate number: 323A1732-20E9-41BC-8CD7-5DF292DC173F Execution date: 2/1/2022

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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/Tav ID: 16-03-213-012-0000 Recording Number: 2052577

This document was prepared by: Freedom Mortgage Corporation, Michele Rice, 10500 Kincaid Drive, Suite 111, Fishers IN 46037-9764, (855) 690-5900

Space Above This Line For Recording Data_____

FHA Case No. 13-80-6-4583770²

SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTCAGE ("Security Instrument") is given on <u>1st</u> day of <u>February</u>, 2022.

The Mortgagor is MARIANA VARGAS AND JUSUE ESPINOSA, WIFE AND HUSBAND. Whose address is 1417 N KOSTNER AVE CHICACO 1L 60651 ("Borrower").

This Security Instrument is given to the Secretary of Ausing 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 <u>nine thousand eight hundred fifty-seven and 20/100 Dollars (U.S. 9.857.20)</u>. 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 <u>August 1, 2050.</u>

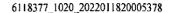
This SECURITY INSTRUMENT secures to Lender: (a) the repayment of the debte evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, advanced under Paragraph 2 to protect the security of this Security Instrument, and (c) the performance of Borrower's 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 1417 N KOSTNER AVE CHICAGO, IL 60651, ("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

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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.

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.

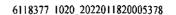
Borrower and Lender covenant agree as follows:

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 of 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 IOUND; 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. For ower'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, medify, forbear or make any accommodations with regard to the term of this Security Instrument of 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 one, 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.

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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:

- 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 Corrower 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 in ther 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 cost: of title evidence.
- 9. **RELEASE.** Upon payment of car 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 bereby 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 Supordinate Note, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Aurtgage 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.





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By SIGNING BELOW, Borrower accepts and agrees to	
Instrument and in any rider(s) executed by Borrower and	recorded with it.
Sign here to execute	Charuan Jagas
Subordinate Security	Mariana Vargas
Instrument	(Must be signed exactly as printed)
and the second s	02 / 12 / 2022
.	Signature Date (MM/DD/YYYY)
Sign here to execute	April Gopinsos
Subordinate Security	Josue Espinosa
Instrument	(Must be signed exactly as printed)
Histi um 2/2	02/12/2022
	Signature Date (MM/DD/YYYY)
Estella Viciniega.	
Witness Signature	
Estella Arcioiega	·
Witness Printed Name	
$\frac{62}{12}$	
Witness Signature Date (MM/DD/YY/Y)	•
[Space below :'.as line for Acknow	vledgement]
STATE OF ILLINOIS	
COUNTY OF COOK	
	in the year 2022 before me, the
undersigned, a Notary Public in and for said State, person	
Espinosa, personally known to me (or proved to me on the person(s) whose name(s) is/are subscribed to the within	
he/she/they executed the same in his/her/their authoriz	
signature(s) on the instrument, the person or entity upon	
executed the instrument.	~/ <i>L</i> ,
WITNESS my hand and official seal.	
WITHESS his liadid and official seal.	RIAN MCINERNEY Oficial Seal
Du Meden	Notary Public - Strice of Illinois
(Signature)	My Commission Expires Nec 27, 2025
Notary Public: BUAN NOTHERNEY	
/ / (Prin	ited Name)
My commission expires: 12/27/2025	(Notary Public Seal)

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EXHIBIT A

All that lot of ground situated in the City of Chicago, County of Cook and State of Illinois and described as follows:

Lot 6 and the North 10 feet of Lot 7 in Richard Schrik's Subdivision of Lots 113 to 116 both inclusive and Lots 119 to 124 both inclusive in William H. Hintze's Subdivision of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 3, Township 39 North, Range 13, East of the Third Principal Maridian, in Cook County, Illinois.

Partial Claim