Illinois Anti-Predatory **Lending Database** Program

Certificate of Exemption

Karen A. Yarbrough

Cook County Clerk

Date: 04/25/2022 07:24 AM Pg: 1 of 14



Report Mortgage Fraud 844-768-1713

The property identified as:

PIN: 15-22-413-003-0000

Address:

Street:

2809 S. 12th Avenue

Street line 2:

City: Broadview

Lender. Illinois Housing Development Authority

Borrower: YOLANDA BANDERA

Loan / Mortgage Amount: \$6,000.00

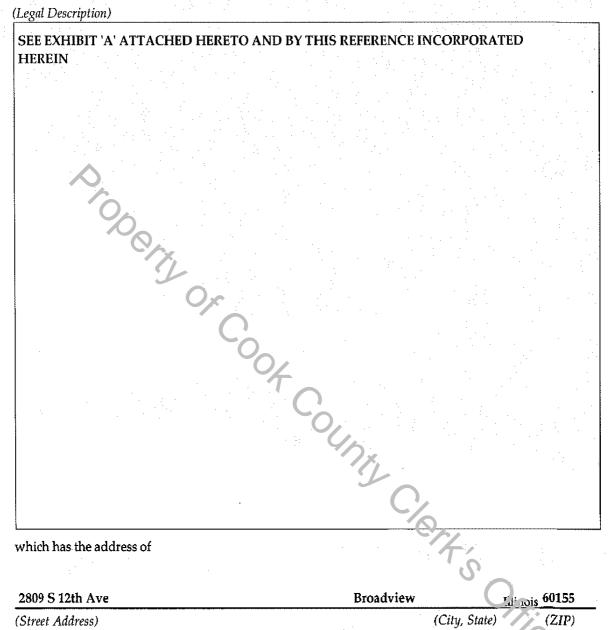
204 COUNTY CLOSTA'S This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity or person.

> Return to: Lakeland Title Services 1300 Iroquois Ave., Ste 100 Naperville, IL 60563

Certificate number: 35DA37B2-6146-4494-8FDA-5FEF7F5E59C5

Execution date: 4/4/2022

This document was prepared by: CALIBER HOME LOANS, Inc	·			
1525 S. BELT LINE ROAD				
COPPELL, TX 75019				
When recorded return to: Illinois Housing Development Authority				
111 E Wacker Drive S1F 1000 Attn: Homeownership Chicago, IL 60601				
			Space Above IHDA 2 ND Loan N	For Recording umber: 3239688
APRIL 04, 2022 The mortgagor(s) is(are) YOLANDA BANDERA		0//_a	married woman;	
("Borrower(s)"). This Security Instrument is given organized and existing under the late 111 E. Wacker Drive, Suite 1000, Chill Borrower owes the Lender the prince	ws of THE UNITE icago, IL 60601 ("I	D STATES OF Lender").		vhose address is
•	\$ 6,000,00).			
This debt is evidenced by Borro Note ("Note"). This Security Instruby the Note and all renewals, extersums, with interest, advanced under (c) the performance of Borrower's the Note. For this purpose, Borro following described property locate In Cook Cour	ument secures to asions and modifier paragraph 7 to covenants and ower does hereb	Lender: (a) to fications of the protect the second agreements.	he repayment of e Note; (b) the pacurity of this Securing ander this Securi	the debt evidenced ayment of all other rity Instrument; and ty Instrument and



which has the address of

2809 S 12th Ave	Broadview	7. inis 60155
(Street Address)	(City, Stat	e) (ZIP)
("Property Address");		(C)

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."

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BORROWER COVENANTS that the 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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Paymer co Principal; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of the debt evidenced by the Note and any prepayment and late charges due under the Note and any sums advanced under paragraph 7.
- 2. Intentionally Deleted.
- 3. Application of Paymen's. Unless applicable law provides otherwise, all payment received by Lender under paragraph 1 shall be applied first to any amounts advanced under paragraph 7, then to any late charges due under the Note and then to principal due.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which way attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower or Lender, on Borrowers behalf, shall pay them on time directly to the person owed poyment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien, or defends against enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the non or take one or more of the actions set forth above within 10 days of the giving of notice.
- 5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which the Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain



coverage to protect Lender's rights in the Property in accordance with paragraph 7. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sum; a cured by this Security Instrument, whether or not then due. The 30 —day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any it surance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

Occupancy; Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's Principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borro've's principal residence for the term of this Security Instrument. Borrower shall keep the Property of good repair and shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture or the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinst no as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan



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evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is in on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless the Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect the Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), the Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disjursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument.

- 8. Intentionally Deleted.
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspection of the Property. Lender shall give Borrower ratice at the time of or prior to an Inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award of chain for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction:

- (a) the total amount of the sums secured immediately before the taking, divised by
- (b) the fair market value of the Property immediately before the taking. Any businesshall be paid to Borrower.

In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.



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If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization 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 successors 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 respectively lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assign's Found; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several.
- 13. Intentionally Deleted.
- 14. Notices. Any notice to Borrower provider 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 Lender's address stated herein or any other 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.
- 15. 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.
- 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower/Refinance of First Mortgage Loan. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment



in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Be now er's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier or:
 - (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or
 - (b) entry of a judgment enforcing this Security Instrument.

Those conditions are that Porrower:

- (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had oc urred;
- (b) cures any default of any other coverants or agreements;
- (c) pays all expenses incurred in enforcing has Security Instrument, including but not limited to, reasonable attorneys' fees; and
- (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrov e's obligation to pay the sums secured by this Security Instrument shall continue unchanged.
- Upon reinstatement by Borrower, this Security Instrument at d the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Cer icer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a class ge of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do,



nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which the Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

A used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, keroserie, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law rovides otherwise). 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 Porrower, by which the default must be cured; and
 - (d) that failure to cure the default on or before the date specified in the No'e 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 paragraph 21, including, but not limited to, reasonable attorneys' fees and cost of title evidence.
- 22. 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 charges. Notwithstanding anything contained in this Security Instrument to the contrary, it is expressly understood and agreed that no partial or full release of this Security Instrument, nor any enforcement or other action hereunder, shall waive, release or otherwise affect any of the restrictions and agreements set forth in the Note or any of the other Loan Documents. Additionally, the restrictions contained in this Security Instrument shall automatically terminate upon the Forgiveness Date (as defined in the Note), provided a Repayment Event (as defined in the Note) has not occurred.
- 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 24. Intentionally Veleted.
- 25. Required HUD Provision. The restrictions contained in this Security Instrument shall automatically terminate if title to the mortgaged property is transferred by foreclosure or deed-in-lieu of foreclosure, or if the Security Instrument is assigned to the Secretary of the United States Department of Housing and Urban Development.
- 26. Assumption. This Security Instrument may not be assumed or assigned (other than as provided in paragraph 19 above).
- 27. Prohibited Transfer. Without the prior vritten consent of Lender, the Borrower shall not effect, suffer or permit any conveyance, sale, a signment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) of the Property (each a "Prohibited Transfer.") not in compliance with the terms and conditions of this Security Instrument.
- 28. Total Indebtedness. At no time shall the principal amount of the indebtedness secured by this Security Instrument, excluding sums advanced to protect the security of this Security Instrument, exceed the original amount of the Note.
- 29. Indemnification of the Lender. Borrower agrees to defend and indemnify and hold harmless Lender from and against any and all damages, including, but not limited to, any past, present or future claims, actions, causes of action, suits, demands, liens, debts, judgments, losses, costs, liabilities and other expenses, including, but not limited to, reasonable attorneys' less, costs, disbursements, and other expenses, that Borrower may incur or suffer by reason of coin



connection with the Property, except if arising solely due to Lender's gross negligence, will ful misconduct or after Lender takes possession of the Property. Borrower further agrees that Lender, if it so chooses, shall have the right to select its own counsel with respect to any such claims.

- 30. WAIVER OF JURY TRIAL. BORROWER WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER BORROWER OR LENDER, ITS SUCCESSORS AND ASSIGNS, ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROPERTY OR THIS SECURITY INSTRUMENT, AND ACKNOWLEDGES AND AGREES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER TO MAKE THE FORGIVABLE LOAN EVIDENCED BY THE NOTE AND TO ACCEPT THIS SECURITY INSTRUMENT.
- 31. Illinois Mortgage Foreclosure Law. If any provision in this Security Instrument is inconsistent with any provision of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15 et seq. (the "Foreclosure Law"), the provisions of the Foreclosure Law shall take precedence over the provisions of this Security Instrument, but shall not invalidate or render unenforceable any other provision of this Security Instrument that can be construed in a manner consistent with the Foreclosure Law. If any provision of this Security Instrument grants to Lender any rights or remedies upon default of the Mortgager that are more limited than the rights that would otherwise be vested in Lender under the Foreclosure Act in the absence of that provision, Lender shall be vested with the rights granted in the Foreclosure Law to the fullest extent permitted by law.
- 32. Senior Loan. Borrower has a senior loan from a senior lender (the "Senior Lender") secured by a senior mortgage or mortgages on the Property as disclosed to the Lender (collectively, the "Senior Instruments"). Lender acknowledges that this Lecurity Instrument is junior and subordinate to the lien of the Senior Instruments. Borrower cov anonts and agrees to comply with all of the terms and provisions of the Senior Instruments. Borroy or shall give Lender a copy of all notices given Mortgagor with respect to any of the Senior Instruments within fifteen (15) business days after receiving such notice. Borrower shall not, without the prior written consent of Lender, enter into any modification, extension, amendment, agreement or arrangement in connection with any of the Senior Instruments. In the event Borrover is declared by the holder of any of the Senior Instruments to be in default with respect to any requirement of any of the Senior Instruments, Borrower agrees that said default shall constitute a default hereunder and under this Security Instrument and the Loan Documents. Upon the occurrence of such default, in addition to any other rights or remedies available to Lender, Lender may, but need not, make any payment or perform any act required to cure or attempt to cure any said default under any of the Senior Instruments in any manner and form deemed expedient by Lender. Lender shall not be responsible for determining the validity or



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accuracy of any claim of default made by the Senior Lender under the Senior Instruments and the payment of any sum by Lender in curing or attempting to cure any alleged default or omission shall be presumed conclusively to have been reasonable, justified and authorized. Any inaction on the part of the Lender shall not be construed as a waiver of any right accruing to Lender on account of any default hereunder.

Property of Coop Colling Clerk's Office



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Instrument and in any rider(s) executed by Borrower and	and the second s
Demillia	
BORROWER SIGNATURE	CO-BORROWER SIGNATURE
YOLANDA BANDERA	
BORROWER PRINTED NAME	CO-BORROWER PRINTED NAME
	CO-BORROWER SIGNA TURE
<u></u>	CO-BORROWER PRINTED NAME
~ACKNOWI	LEDGEMENT~
STATE OF 911 (nois)	
Os	
COUNTY OF	
Janush A. 14	
I Janack Branhila, a Notary Public in an	nd for the said county and State, do hereby certify that
YOLANDA BANDERA	
	whose name(s) is/are subscribed to the foregoing
the said instrument as their free and voluntary act,	n, and acknowledged that they signed and delivered for the uses and purposes therein set forth.
pu	1 22
Given under my hand and official seal this	day of
	τ_{b}
OFFICIAL SEAL JANNETTE BRAMBILA	
NOTARY PUBLIC, STATE OF ILLINOIS AY COMMISSION EXPIRES 09/24/2024	14-24 /
Worary Seal Willy Commission	Expires Notary Public Signatura
	U C
•	age Licensing System and Registry IDs
Organization: CALIBER HOME LOANS, INC.	NMLSR ID: 15622
Individual: SERGIO SOTO	NMLSR ID: 443317
170 \ 12	
113__/_/	FG-014.4 12 of 12

LOT TWENTY-TWO (22) IN BLOCK SIX (6) IN KOMAREK'S WEST TWENTY SECOND STREET FIRST ADDITION, A SUBDIVISION OF THAT PART OF THE EAST HALF (E1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY-TWO (22), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE TWELVE (12), EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHERLY LINE OF THE ILLINOIS CENTRAL RAILROAD RIGHT-OF-WAY, IN COOK COUNTY, ILLINOIS.

Pin:15-22-413-003-00 Proberty of Cook County Clerk's Office