

Illinois Anti-Predatory
Lending Database
Program

Doc#: 2212301171 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 05/03/2022 09:30 AM Pg: 1 of 9

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: PIN: 09-11-101-077-0000

Address:

Street: 428 Glendale Rd, Unit 428

Street line 2:

City: Glenview

State: IL

ZIP Code: 60025

Lender: Secretary of Housing and Urban Development

Borrower: Mohammad Sohail and Sumeira Zehra

Loan / Mortgage Amount: \$12,046.41

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: B3121D4F-7995-47F0-8E35-5E896D0A43CB

Execution date: 4/9/2022

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After Recording Return To:
CoreLogic SolEx
1625 NW 136th Ave, Ste E100
Sunrise, FL 33323

This Document Prepared By:
Desiree Schroeder
M&T Bank
475 Crosspoint Pkwy, Loss Mitigation
NY1-001
Getzville, NY 14068

Parcel ID Number: 09-11-101-077-0000

_____ [Space Above This Line For Recording Data] _____

Loan No: 0100644616
FHA Case No.: 001377287135703

PARTIAL CLAIM MORTGAGE

THIS PARTIAL CLAIM MORTGAGE ("Security Instrument") is given this **24th** day of **March, 2022**. The Mortgagor is **MOHAMMAD SCHAIL AND SUMEIRA ZEHRA, A MARRIED COUPLE AND MOHAMMAD ALI, A SINGLE MAN**, whose address is **428 GLENDALE RD UNIT 428, GLENVIEW, IL 60025** ("Borrower"). This Security Instrument is given to the **Secretary of Housing and Urban Development**, whose address is **451 Seventh Street SW, Washington, DC 20410** (herein "Lender"). Borrower owes Lender the principal sum of **TWELVE THOUSAND FORTY SIX AND 41/100 Dollars (U.S. \$12,046.41)**. 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 **May 1, 2043**.

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, with interest, 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 mortgages, grants and conveys to Lender and Lender's successors and assigns, the following described property located in the County of **COOK**, State of **ILLINOIS**:

See Exhibit "A" attached hereto and made a part hereof;

which has the address of **428 GLENDALE RD UNIT 428, GLENVIEW, IL 60025** ("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 seised of the estate hereby conveyed and



Illinois Partial Claim Mortgage
8336 11/12

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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 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 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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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 Promissory 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. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided by the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to 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.

9. **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.

10. **Bankruptcy Discharge.** If Borrower, subsequent to **March 24, 2022**, receives a discharge in a Chapter 7 bankruptcy, and there is no valid reaffirmation agreement of the underlying debt, Lender will not attempt to re-establish any personal liability for the underlying debt.



Illinois Partial Claim Mortgage
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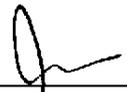
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.



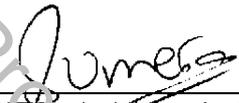
MOHAMMAD SOHAIL -Borrower

Date: 04/9/22



MOHAMMAD ALI -Borrower

Date: 04-9-2022



SUMEIRA ZEHRA is joining in the execution of this Security Instrument solely for the purpose of consenting to the encumbrance of, and waiving any homestead and/or community property rights in, the described Property.

Date: 04/09/2022

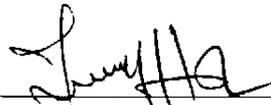
[Space Below This Line For Acknowledgments]

State of Illinois

County of Cook

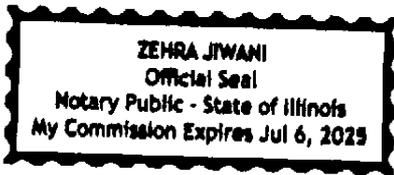
The foregoing instrument was acknowledged before me, a Notary Public on

4/9/22 by **MOHAMMAD SOHAIL** and **MOHAMMAD ALI** and **SUMEIRA ZEHRA**.



(Signature of person taking acknowledgment)

My Commission Expires on July 6, 2025



UNOFFICIAL COPY**Exhibit "A"**Loan Number: **0100644616**Property Address: **428 GLENDALE RD UNIT 428, GLENVIEW, IL 60025****Legal Description:**

THE LAND HEREINAFTER REFERRED TO IS SITUATED IN THE CITY OF GLENVIEW, COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: PARCEL 1: THE SOUTHERLY 23.91 FEET OF THE NORTHERLY 72.38 FEET OF THAT PART OF LOT 2 IN OWNERS SUBDIVISION OF PART OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 2, 1917 AS DOCUMENT NUMBER 6022131 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 22 IN GLENVIEW REALTY COMPANY'S CENTRAL GARDENS, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SAID SECTION 11; THENCE NORTHERLY ALONG A CURVED LINE 50.0 FEET EASTERLY OF AND PARALLEL WITH THE CENTER LINE OF GREENWOOD ROAD (SAID CURVED LINE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 4533.75 FEET) A DISTANCE OF 167.48 FEET CHORD MEASURE; THENCE EASTERLY ALONG A LINE DRAWN AT RIGHT ANGLES TO SAID CHORD A DISTANCE OF 201.5 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED CONTINUING EASTERLY ALONG SAID LINE DRAWN AT RIGHT ANGLES TO SAID CHORD, A DISTANCE OF 64.0 FEET; THENCE SOUTHERLY ALONG A LINE DRAWN AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 140.50 FEET, MORE OR LESS, TO A CURVED LINE 34.5 FEET NORTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID GLENVIEW REALTY COMPANY'S CENTRAL GARDENS SUBDIVISION (SAID LAST DESCRIBED CURVED LINE HAVING A RADIUS OF 919.48 FEET AND CONCAVE NORTHERLY); THENCE WESTERLY ALONG SAID LAST DESCRIBED CURVED LINE A DISTANCE OF 64.0 FEET, MORE OR LESS, TO A LINE DRAWN THROUGH THE POINT OF BEGINNING AND PARALLEL WITH THE EAST LINE OF SAID TRACT; THENCE NORTHERLY 142.0 FEET MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS. PARCEL 2: THAT PART OF LOT 2 IN OWNERS SUBDIVISION OF PART OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 2, 1917 AS DOCUMENT NUMBER 6022131 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 22 IN GLENVIEW REALTY COMPANY'S CENTRAL GARDENS SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SAID SECTION 11 ;

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THENCE NORTHERLY ALONG A CURVED LINE 50.0 FEET EASTERLY OF AND PARALLEL WITH THE CENTER LINE OF GREENWOOD ROAD (SAID CURVED LINE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 4533.75 FEET) A DISTANCE OF 34.5 FEET, MORE OR LESS, CHORD MEASURE (SAID CHORD FOR PURPOSE OF THIS LEGAL DESCRIPTION HAVING A BEARING NORTH 4 DEGREES EAST) TO A CURVED LINE 34.5 FEET NORTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID GLENVIEW REALTY COMPANYS CENTRAL GARDENS SUBDIVISION (SAID LAST DESCRIBED CURVED LINE HAVING A RADIUS OF 1794.5 FEET AND CONCAVE SOUTHERLY); THENCE EASTERLY ALONG SAID LAST DESCRIBED CURVED LINE 183.35 FEET TO A POINT OF REVERSE CURVE AND CONTINUING ALONG A CURVED LINE CONCAVE NORTHERLY HAVING A RADIUS OF 919.48 FEET AND BEING 34.5 FEET NORTHERLY AND PARALLEL WITH THE NORTHERLY LINE OF SAID GLENVIEW REALTY COMPANYS CENTRAL GARDENS SUBDIVISION, A DISTANCE OF 75.64 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED, CONTINUING THENCE EASTERLY ALONG THE LAST DESCRIBED CURVED LINE A DISTANCE OF 12.50 FEET THENCE SOUTH 41 DEGREES EAST A DISTANCE OF 48.0 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF SAID GLENVIEW REALTY COMPANYS GARDEN SUBDIVISION (SAID NORTHERLY LINE AT THIS POINT BEING A CURVED LINE CONCAVE NORTHERLY AND HAVING A RADIUS OF 953.98 FEET); THENCE WESTERLY ALONG SAID NORTHERLY LINE OF GLENVIEW REALTY COMPANYS CENTRAL GARDENS SUBDIVISION A DISTANCE OF 12.5 FEET, MORE OR LESS, TO A LINE DRAWN THROUGH THE POINT OF BEGINNING AND HAVING A BEARING OF SOUTH 41 DEGREES EAST; THENCE NORTH 41 DEGREES WEST, A DISTANCE OF 48.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS. PARCEL 3: EASEMENTS AS SET FORTH IN THE DECLARATION OF EASEMENTS AND EXHIBIT "1" THERETO ATTACHED DATED NOVEMBER 4, 1960 AND RECORDED DECEMBER 19, 1960 AS DOCUMENT NUMBER 18043592 MADE BY CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE, UNDER TRUST AGREEMENT DATED AUGUST 22, 1957 AND KNOWN AS TRUST NUMBER 39470 AND, AS TRUSTEE, UNDER TRUST AGREEMENT DATED MAY 17, 1960 AND KNOWN AS TRUST NUMBER 42231, AND AS CREATED BY THE DEED FROM CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 22, 1957 AND KNOWN AS TRUST NUMBER 39470, AND AS TRUSTEE, UNDER TRUST AGREEMENT DATED MAY 17, 1960 AND KNOWN AS TRUST NUMBER 42231 TO PACIFIC ISLES LIMITED DATED FEBRUARY 2, 1962 AND RE-RECORDED MARCH 30, 1962 AS DOCUMENT NUMBER 18436282, IN COOK COUNTY.



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ILLINOIS. (A) FOR THE BENEFIT OF PARCEL 1, AFORESAID FOR INGRESS AND EGRESS OVER AND ACROSS THE AREAS ENCLOSED BY BROKEN LINES OR A COMBINATION OF BROKEN LINES OR SOLID LINES NECESSARY FOR NORMAL AND REASONABLE USE, AS SHOWN ON THE PLAT OF SURVEY RECORDED DECEMBER 19, 1960 AS DOCUMENT NUMBER 18043592 AND IDENTIFIED AS EXHIBIT "A" (EXCEPT THAT PART THEREOF FALLING IN PARCEL 1, AFORESAID). (B) FOR THE BENEFIT OF PARCEL 1, AFORESAID, FOR INGRESS AND EGRESS AND DRIVEWAY PURPOSES OVER AND ACROSS ALL PARKING PARCELS AND ALSO THOSE AREAS LABELED GLENDALE ROAD AND GLENSHIRE ROAD, NECESSARY FOR NORMAL AND REASONABLE USE, AS SHOWN ON THE PLAT OF SURVEY RECORDED DECEMBER 19, 1960 AS DOCUMENT NUMBER 18043592 AND IDENTIFIED AS EXHIBIT "1" (EXCEPT THAT PART THEREOF FALLING IN PARCEL 2, AFORESAID) IN COOK COUNTY, ILLINOIS, ALSO; ALL OF THE ABOVE FALLS IN THE FOLLOWING DESCRIBED PROPERTY; THAT PART OF LOT 2 IN OWNER'S SUBDIVISION OF PART OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 2, 1917 AS DOCUMENT NUMBER 6022131 DESCRIBED AS FOLLOWS: BEGINNING ON A LINE 50.0 FEET SOUTH OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 11 AND AT A POINT ON SAID LINE 159.76 FEET (AS MEASURED ALONG SAID PARALLEL LINE) EAST OF A LINE 50.0 FEET EASTERLY OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE CENTER LINE OF GREENWOOD ROAD; THENCE SOUTH ALONG A LINE MAKING AN ANGLE WITH THE LAST DESCRIBED LINE OF 89 DEGREES, 53 MINUTES, 15 SECONDS MEASURED FROM WEST TO SOUTH A DISTANCE OF 265.0 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SECTION 11, 200.0 FEET, MORE OR LESS, TO A LINE (HEREINAFTER CALLED THE EASTERLY LINE OF GREENWOOD ROAD) 50.0 FEET EASTERLY OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE CENTER LINE OF GREENWOOD ROAD; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF GREENWOOD ROAD (SAID EASTERLY LINE AT THIS POINT BEING A CURVED LINE CONCAVE EASTERTY AND HAVING A RADIUS OF 4533.75 FEET) A DISTANCE OF 334.99 FEET CHORD MEASURE TO A POINT; THENCE EASTERLY ALONG A CURVED LINE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1760.0 FEET A DISTANCE OF 160.0 FEET CHORD MEASURE TO A POINT OF REVERSE CURVE (THE TANGENT TO SAID LAST DESCRIBED CURVED LINE BEING AT RIGHT ANGLES TO A LINE TANGENT TO THE EASTERLY LINE OF GREENWOOD ROAD, THROUGH THE LAST DESCRIBED POINT ON SAID EASTERLY LINE); THENCE EASTERLY ALONG A CURVED LINE HAVING A RADIUS OF 953.98 FEET AND



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CONCAVE NORTHERLY A DISTANCE OF 361.76 FEET CHORD MEASURE TO A LINE 326.0 FEET (AS MEASURED ALONG THE NORTH LINE OF SAID SECTION 11) WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 2; THENCE NORTH ALONG THE SAID LAST DESCRIBED PARALLEL LINE 597.0 FEET TO A LINE 50.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 11 ; THENCE WEST ALONG SAID LAST DESCRIBED PARALLEL LINE 292.48 FEET TO A POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS. PIN(S): 09-11-101-077-0000

Property of Cook County Clerk's Office



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12338 06/18 Exhibit A Legal Description Attachment



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