

Illinois Anti-Predatory
Lending Database
Program

Doc#: 2212339223 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 05/03/2022 11:44 AM Pg: 1 of 6

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: PIN: 20-22-319-044-0000

Address:

Street: 358 E. 70th St.

Street line 2:

City: Chicago

State: IL

ZIP Code: 60637

Lender: Secretary of Housing and Urban Development

Borrower: Sheldon Smith

Loan / Mortgage Amount: \$48,736.00

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: 730FAA7C-3F64-451A-906E-D2CDEB60D05D

Execution date: 3/18/2022

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Return To: Caliber Home Loans, Inc.
13801 Wireless Way
Oklahoma City, OK 73134

Prepared By: Janene Irons
Caliber Home Loans, Inc.
13801 Wireless Way
Oklahoma City, OK 73134

FHA Partial Claim Mortgage

FHA Case No.
1379270228703

THIS SUBORDINATE MORTGAGE ("*Security Instrument*") is given on February 16, 2022. The Mortgagor is SHELDON SMITH, an unmarried individual whose address is 358 E 70TH ST, CHICAGO, IL 60637-4650 ("*Borrower*"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street, SW, Washington, DC 20410 ("*Lender*"). Borrower owes Lender the principal sum of Forty eight thousand seven hundred thirty-six and 00/100 dollars (U.S. \$48,736.00). 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 February 1, 2048. 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 which has the address of 358 E 70TH ST, CHICAGO, IL 60637-4650.

TRANSFER OF RIGHTS IN THE PROPERTY. This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, the following described property located in the County [Type of Recording Jurisdiction] of Cook [Name of Recording Jurisdiction]: The legal description to the Property may be attached to this Agreement by the Servicer if required.

Parcel ID Number: 20223190440000 which currently has the address of 358 E 70TH ST [Street] CHICAGO [City], Illinois 60637-4650 [Zip Code] ("*Property Address*"):



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lmb Tracking Number: 0004010797153660079

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.

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 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.



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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.

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 Subordinate 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. Section 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.

8. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

9. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

10. 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.



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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Borrower

Sheldon Smith 3/18/22

SHELDON SMITH

Date

Acknowledgment

State of Illinois

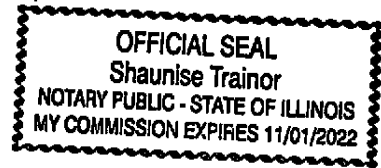
County of Cook

This instrument was acknowledged before me on 3/18/2022 by SHELDON SMITH.

Shaunise Trainor
Notary Public

Shaunise Trainor
(Print Name)

My commission expires: 11/01/2022



Property of Cook County Clerk's Office



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EXHIBIT A

LOTS 27 AND 28 IN WILCOX AND ALLENS SUBDIVISION OF BLOCK 4 IN THE SUBDIVISION BY L. C. PAINE FREER (RECEIVER), BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THAT PART OF LOTS 27 AND 28 TAKEN AS A PARCEL DESCRIBED AS FOLLOWS: THE NORTH 46 FEET OF THE WEST 27 FEET (EXCEPT THE NORTH 30 FEET OF THE WEST 3 FEET THEREOF) AND THE WEST 10 FEET OF THE SOUTH 12 FEET OF THE NORTH 58 FEET AND EXCEPTING THAT PART OF SAID LOT 28 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST 1/4 OF LOT 28, RUNNING THENCE SOUTH ALONG THE WEST LINE OF SAID LOT A DISTANCE OF 30 FEET; THENCE EAST 3 FEET; THENCE NORTH 30 FEET TO THE NORTH LINE OF SAID LOT 28; THENCE WEST 3 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY THE PROPERTY IS COMMONLY KNOWN AS 358 EAST 70TH STREET, CHICAGO, IL., 60637.

Property address: 358 E. 70th Street, Chicago, IL 60637

Tax Number: 20-22-319-044

Property address: 358 East 70th Street, Chicago, IL 60628

Tax Number: 20-22-319-045