

Illinois Anti-Predatory Lending Database Program

Doc#: 2214317068 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 05/23/2022 11:44 AM Pg: 1 of 6

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN: 18-02-415-012-0000**

Address:

Street: 4540 Hawthorne Avenue

Street line 2:

City: Lyons

State: IL

ZIP Code: 60534

Lender: Secretary of Housing and Urban Development

Borrower: Rojelio S Tapia and Alyssa M Garcia

Loan / Mortgage Amount: \$36,874.50

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: F1E350F1-166F-48C5-9273-9F1964EBCE45

Execution date: 6/1/2022

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Recording Requested By:

Community Loan Servicing, LLC
 4425 Ponce de Leon Boulevard
 5th Floor
 Coral Gables, FL 33146

After Recording Return To:

Community Loan Servicing, LLC C/O:
 Mortgage Connect Document Solutions
 6900 North Argonne Street, Unit A
 Denver, CO 80249
 APN/Tax ID: 18-02-415-012-0000
 Recording Number: 2130717

This document was prepared by: Community Loan Servicing, LLC, GREGORY SARGENT
Bayview Loan Servicing, LLC 589 Airport Freeway Hurst, TX 76053 877-650-0140 Ext. 2029

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FHA Case No. 137-9535711

SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on

1st day of June, 2022.

The Mortgagor is **ROJELIO S TAPIA and ALYSSA M GARCIA**

Whose address is 4540 HAWTHORNE AVE LYONS, IL 60534 ("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 thirty-six thousand eight hundred seventy-four and 50/100 Dollars (U.S. 36,874.50). 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 August 1, 2048.

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 4540 HAWTHORNE AVE LYONS, IL 60534, ("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."

Partial Claim

PACKAGE_CLS_FHA09 M102FEB22.v.0
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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.

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

Partial Claim



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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:

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



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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.

Sign here to execute Subordinate Security Instrument

Rojelio S Tapia
ROJELIO S TAPIA

(Must be signed exactly as printed)

05 10 2 1 2022
Signature Date (MM/DD/YYYY)

Sign here to execute Subordinate Security Instrument

Alyssa M. Garcia
ALYSSA M GARCIA

(Must be signed exactly as printed)

05 10 2 1 2022
Signature Date (MM/DD/YYYY)

Chalita Garcia
Witness Signature

Chalita Garcia 05/02/2022
Witness Printed Name
Witness Signature Date (MM/DD/YYYY)

[Space below this line for Acknowledgement]

STATE OF ILLINOIS
COUNTY OF COOK

On the 2 day of May in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared ROJELIO S TAPIA and ALYSSA M GARCIA, 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.

(Signature)

Notary Public: *Jennifer Gembala*
(Printed Name)

My commission expires: 03/24/2026 (Notary Public Seal)
(Please ensure seal does not overlap any language or print)



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EXHIBIT A

LOT 2 IN BLOCK 2 IN R.A. CEPEKS LAWNDALE AVENUE SUBDIVISION OF THAT PART OF THE 8017H 25 ACRES OF THE WEST HALF OF THE SOUTH EAST QUARTER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WITHIN THE SOUTH 50 RODS OF THE WEST 80 RODS OF THE EAST 160 RODS OF SAID SOUTHEAST QUARTER OF SECTION 2, IN COOK COUNTY, ILLINOIS.

Being the same property as conveyed from Ramunas Zilinskas, a married man to Rojelio S. Tapia and Alyssa M. Garcia, as Joint Tenants as set forth in Deed Instrument #1820633217 dated 07/09/2018, recorded 07/25/2018, COOK County, ILLINOIS.

Property of Cook County Clerk's Office

