

Illinois Anti-Predatory  
Lending Database  
Program

Doc#: 2300641222 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 01/06/2023 12:57 PM Pg: 1 of 8

Certificate of Exemption



Report Mortgage Fraud  
844-768-1713

The property identified as: **PIN:** 18-04-412-058-0000

**Address:**

**Street:** 442 East Avenue

**Street line 2:**

**City:** LaGrange

**State:** IL

**ZIP Code:** 60525

**Lender:** Secretary of Housing and Urban Development

**Borrower:** Keara Pitts

**Loan / Mortgage Amount:** \$60,525.00

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:** 4D93EED2-044E-4BC8-A072-7551940BA707

**Execution date:** 12/21/2022

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This Document Prepared By:

**SHANNON MITCHELL  
CARRINGTON MORTGAGE SERVICES, LLC  
CARRINGTON DOCUMENT SERVICES  
1600 SOUTH DOUGLASS ROAD, SUITES 110 &  
200-A  
ANAHEIM, CA 92806  
(866) 874-5860**

When Recorded Mail To:

**CARRINGTON MORTGAGE SERVICES, LLC  
C/O LOSS MITIGATION POST CLOSING  
DEPARTMENT  
1600 SOUTH DOUGLASS ROAD, SUITES 110 &  
200-A  
ANAHEIM, CA 92806**

Tax/Parcel #: 18-04-412-058-0000

[Space Above This Line for Recording Data]

FHA Case No.: 13-78-5-1285170

Loan No: 3000023328

**442 EAST AVENUE, LA GRANGE, ILLINOIS 60525**  
(herein "Property Address")

**PARTIAL CLAIMS MORTGAGE**

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **NOVEMBER 17, 2022**. The mortgagor is **KEARA PITTS** ("Borrower"), whose address is **442 EAST AVENUE, LA GRANGE, ILLINOIS 60525**. This Security Instrument is given to the **Secretary of Housing and Urban Development, his/her successors and assigns**, whose address is **451 Seventh Street SW, Washington, DC 20410** ("Lender"). Borrower owes Lender the principal sum of **THREE THOUSAND TWO HUNDRED FIFTY-SEVEN DOLLARS AND 29 CENTS** Dollars (U.S. \$3,257.29). 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, 2046**.

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 irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of **COOK**, State of **ILLINOIS**:

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which has the address of , 442 EAST AVENUE, LA GRANGE, ILLINOIS 60525 (herein "Property Address");

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:**

Tax Parcel No. 18-04-412-058-0000

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 has the right to 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.

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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 and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert 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 sums secured by this Security Instrument without further demand and may invoke any other remedies permitted by Applicable Law. 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 7 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. 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 a Lender under this Paragraph or applicable law.

**8. If the Borrower is currently subject to the protections of any automatic stay in bankruptcy, or have obtained a discharge in bankruptcy proceeding without reaffirming the mortgage loan debt, nothing in this Agreement or any other document executed in connection with this Agreement shall be construed as an attempt by Lender to impose personal liability under the Promissory Note and Partial Claims Mortgage. In such case, this Agreement is entered into in the ordinary course of business between the Lender and the Borrower in lieu of pursuit of interim relief to enforce the lien. This Agreement does not revive the Borrower's personal liability under the Promissory Note and Partial Claims Mortgage, nor is it an attempt to collect, recover or offset any such debt as a personal liability of Borrower under the Promissory Note and Partial Claims Mortgage.**

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

Keara Pitts  
Borrower: **KEARA PITTS**

12/21/2022  
Date

\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

### BORROWER ACKNOWLEDGMENT

State of **ILLINOIS**

County of Cook

This instrument was acknowledged before me on 21 December 2022  
(date) by KEARA PITTS (name/s of person/s acknowledged).

Kermina Lacy  
Notary Public

(Seal)

Printed Name: Kermina Lacy

My Commission expires:  
5.15.2023



**UNOFFICIAL COPY****EXHIBIT A****BORROWER(S): KEARA PITTS****LOAN NUMBER: 3000023328****LEGAL DESCRIPTION:**

The land referred to in this document is situated in the CITY OF LA GRANGE, COUNTY OF COOK, STATE OF IL, and described as follows:

**PARCEL 1:**

LOT 6 (EXCEPT THE NORTH 25.15 FEET AND EXCEPT THE WEST 176.00 FEET AND EXCEPT THAT PART OF LOT 6 DESCRIBED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT WITH THE EAST LINE OF THE WEST 176.0 FEET THEREOF; THENCE NORTHERLY ALONG THE EAST LINE OF THE WEST 176.0 FEET AFORESAID TO THE SOUTH LINE OF THE NORTH 35.54 FEET OF SAID LOT 6; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT FOR A DISTANCE OF 7.15 FEET; THENCE SOUTHEASTERLY 15.75 FEET TO A POINT ON THE SOUTH LINE OF LOT 6 AFORESAID 69.64 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE WEST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING) IN THE SUBDIVISION OF BLOCK 4 OF E.S. BADGER'S SUBDIVISION OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR AS DOCUMENT NUMBER 751502, IN COOK COUNTY, ILLINOIS

**PARCEL 2:**

PERPETUAL, NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF EASEMENT MADE BY MIDWEST BANK AND TRUST COMPANY, AN ILLINOIS BANKING CORPORATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 4, 1992 AND KNOWN AS TRUST NUMBER 92-6370 TO LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 28, 1970 AND KNOWN AS TRUST NUMBER 10-24112-09 DATED JUNE 15, 1993 AND RECORDED JUNE 22, 1993 AS DOCUMENT 93476744 FOR INGRESS AND EGRESS, INCLUDING VEHICLES, OVER AND UPON THE FOLLOWING DESCRIBED PARCEL OF LAND: THAT PART OF LOT 3 IN RACHMAN'S RESUBDIVISION OF THE WEST 145 FEET OF LOTS 1 TO 6 IN E.S. BADGER'S SUBDIVISION OF THE PART (EXCEPT RAILROAD) OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; DESCRIBED AS LYING SOUTHEASTERLY OF A LINE BEGINNING ON THE SOUTH LINE OF SAID LOT 3, 54.5 FEET WEST FROM THE SOUTHEAST CORNER OF SAID LOT 3 AND ENDING ON THE EAST LINE OF SAID LOT, 75.0 FEET NORTH OF THE SAID SOUTHEAST CORNER, IN COOK COUNTY, ILLINOIS

**PARCEL 3:**

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**PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF PARTY WALL AGREEMENT AND OTHER EASEMENTS MADE BY LAWNDALE NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 11, 1963 AND KNOWN AS TRUST NUMBER 4213 FILED MAY 3, 1963 AS DOCUMENT LR2089370, AS MODIFIED BY THAT CERTAIN RELEASE (PARTIAL) OF EASEMENT MADE BY LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 28, 1970 AND KNOWN AS TRUST NUMBER 10-24112-09 TO MIDWEST BANK AND TRUST COMPANY, AN ILLINOIS BANKING CORPORATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 4, 1992 AND KNOWN AS TRUST NUMBER 92-6370 RECORDED JUNE 22, 1993 AS DOCUMENT 93476743, FOR INGRESS AND EGRESS OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED PARCEL OF LAND: THE EAST 8 FEET OF THE FOLLOWING DESCRIBED PARCEL: LOTS 1, 2 AND 3 IN RACHMAN'S RESUBDIVISION OF THE WEST 145 FEET OF LOTS 1 TO 6 IN E.S. BADGER'S SUBDIVISION OF THE PART (EXCEPT RAILROAD) OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

#### **PARCEL 4:**

**PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 22, 1993 AND KNOWN AS TRUST NUMBER 117129-08 RECORDED FEBRUARY 22, 1994 AS DOCUMENT 94169430, FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS TO AND FROM MAPLE AVENUE AND ELM AVENUE OVER, ACROSS AND THROUGH THE "PRIVATE ROAD", AS DEFINED THEREIN, BEING A PORTION OF THE FOLLOWING TRACT OF LAND: THE EAST 31.0 FEET OF THE WEST 176.0 FEET OF LOTS 1 TO 6, BOTH INCLUSIVE, AND THAT PART OF LOT 6 DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT WITH THE EAST LINE OF THE WEST 176.0 FEET THEREOF; THENCE NORTHERLY ALONG THE EAST LINE OF THE WEST 176.0 FEET AFORESAID TO THE SOUTH LINE OF THE NORTH 35.54 FEET OF SAID LOT 6; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT FOR A DISTANCE OF 7.15 FEET; THENCE SOUTHEASTERLY 15.75 FEET TO A POINT ON THE SOUTH LINE OF LOT 6 AFORESAID 69.94 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE WEST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING; ALSO THE EAST 163.87 FEET OF LOT 7 (EXCEPT THE EAST 65.71 FEET AND EXCEPT THE WEST 85.37 FEET OF THE EAST 151.08 FEET OF THE SOUTH 54.75 FEET); ALSO THAT PART OF THE EAST 65.71 FEET OF LOT 7 LYING NORTHWESTERLY OF A LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID LOT 59.37 FEET WEST OF THE NORTHEAST CORNER THEREOF TO A POINT ON THE WEST LINE OF THE EAST 65.71 FEET THEREOF 17.86 FEET NORTH OF THE SOUTH LINE OF THE NORTH 24.91 FEET OF SAID LOT; ALSO THE EAST 15.18 FEET OF THE WEST 191.18 FEET OF THE SOUTH 11.35 FEET OF LOT 4; ALSO THE EAST 15.18 FEET OF THE WEST 191.18 FEET OF THE NORTH 9.35 FEET OF LOT 5 ALL BEING IN THE SUBDIVISION OF BLOCK 4 OF E. S. BADGER'S SUBDIVISION OF PART (EXCEPT RAILROAD) OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES AS DOCUMENT LR751502, IN COOK COUNTY, ILLINOIS**

#### **PARCEL 5:**



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PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 22, 1993 AND KNOWN AS TRUST NUMBER 117129-08 RECORDED FEBRUARY 22, 1994 AS DOCUMENT 94169430, FOR PEDESTRIAN INGRESS AND EGRESS AND RECREATIONAL PURPOSES, OVER AND ACROSS THE FOLLOWING TRACT OF LAND: THE EAST 31.0 FEET OF THE WEST 176.0 FEET OF LOTS 1 TO 6, BOTH INCLUSIVE, AND THAT PART OF LOT 6 DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT WITH THE EAST LINE OF THE WEST 176.0 FEET

THEREOF, THENCE NORTHERLY ALONG THE EAST LINE OF THE WEST 176.0 FEET AFORESAID TO THE SOUTH LINE OF THE NORTH 35.54 FEET OF SAID LOT 6; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT FOR A DISTANCE OF 7.15 FEET;

THENCE SOUTHWESTERLY 15.75 FEET TO A POINT ON THE SOUTH LINE OF LOT 6 AFORESAID 69.94 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE WEST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING; ALSO THE EAST 163.87 FEET OF LOT 7 (EXCEPT THE EAST 65.71 FEET AND EXCEPT THE WEST 85.37 FEET OF THE EAST 151.08 FEET OF THE SOUTH 54.75 FEET); ALSO THAT PART OF THE EAST 65.71 FEET OF LOT 7 LYING NORTHWESTERLY OF A LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID LOT

59.37 FEET WEST OF THE NORTHEAST CORNER THEREOF TO A POINT ON THE WEST LINE OF THE EAST 65.71 FEET THEREOF 17.86 FEET NORTH OF THE SOUTH LINE OF THE NORTH 24.91 FEET OF SAID LOT; ALSO THE EAST 15.18 FEET OF THE WEST 191.18 FEET OF THE SOUTH 11.35 FEET OF LOT 4; ALSO THE EAST 15.18 FEET OF THE WEST 191.18 FEET OF THE NORTH 9.35 FEET OF LOT 5 ALL BEING IN THE SUBDIVISION OF BLOCK 4 OF E. S. BADGER'S SUBDIVISION OF PART (EXCEPT RAILROAD) OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES AS DOCUMENT LR751502, IN COOK COUNTY, ILLINOIS

ALSO KNOWN AS: 442 EAST AVENUE, LA GRANGE, ILLINOIS 60525