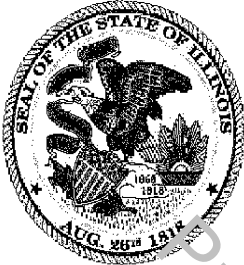


Illinois Anti-Predatory
Lending Database
Program

Doc#. 2300933178 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 01/09/2023 02:18 PM Pg: 1 of 6

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN:** 07-35-309-006-0000

Address:

Street: 525 CARLSBAD TRL

Street line 2:

City: ROSELLE

State: IL

ZIP Code: 60172

Lender: SECRETARY OF HOUSING AND URBAN DEVELOPMENT

Borrower: DOTCHKA ATANASSOVA AND NASKO ATANASSOV

Loan / Mortgage Amount: \$66,139.13

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: 3342318B-4BE9-49E5-AA42-CE707A6D7578

Execution date: 12/7/2022

UNOFFICIAL COPY

0051734119

RETURN RECORDED DOCUMENT TO:

Truist Bank
 Loss Mitigation, 306-40-04-70
 1001 Semmes Avenue
 Richmond, VA 23224
 Prepared By: TRUIST

_____(Space Above This Line for Recording)_____

SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE (A Security Instrument) is given this 7TH day of **DECEMBER, 2022**. The mortgagors are **DOTCHKA ATANASSOVA, MARRIED TO NASKO ATANASSOV** whose address is **525 CARLSBAD TRL, ROSELLE, ILLINOIS 60172** (Borrowers). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is Attn: Secretary-Held Loan Servicing, 2000 N Classen Blvd Suite #3200, Oklahoma City, OK 73016 (Lender). Borrower owes Lender the principal sum of **SIXTY SIX THOUSAND ONE HUNDRED THIRTY NINE and 13/100 Dollars (U.S. \$ 66,139.13)**. This debt is evidenced by Borrowers note dated the same date as this Security Instrument (Note), which provides for the full debt, if not paid earlier, due and payable on **January 1, 2063**. 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 Borrowers 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 power of sale the following described property located in, County of **COOK, IL**.

See attached for legal description
 which has address of **525 CARLSBAD TRL, ROSELLE, ILLINOIS 60172;**

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, 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.

UNOFFICIAL COPY

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 Note Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment of 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 Borrowers successor in interest.

3. **Lenders shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrowers 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.

4. **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. Borrowers 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 Borrowers 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 Borrowers consent.

5. **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 of any other address Borrower designates by notice Lender. Any notice to Lender shall be given by first class mail to: **Department of Housing and Urban Development, Attn: Secretary Held Loan Servicing, 2000 N Classen Blvd Suite #3200, Oklahoma City, OK 73016** 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.

6. **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.

7. **Borrowers 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.** If the Lenders interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under the Paragraph 7 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.)

UNOFFICIAL COPY

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.

9. *Notwithstanding anything to the contrary contained in this Agreement, Borrower and Lender acknowledge the bankruptcy that has been filed by Borrower prior to the execution of this Agreement and that Borrower may be protected by the automatic stay or discharge as applicable in the Borrower's bankruptcy case. However, Borrower acknowledges that Lender retains certain rights, including but not limited to the right to foreclose its lien evidenced by the Security Instrument under appropriate circumstances. The parties agree that the consideration for this Agreement is Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of Borrower's default thereunder. Nothing in this Agreement shall be construed to be an attempt to collect against Borrower personally or an attempt to revive personal liability if otherwise discharged in bankruptcy or if the automatic stay remains in effect.*

UNOFFICIAL COPY

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.

Witnesses Sign: Jurgita Tong

Witnesses Print: Jurgita Tong

 (SEAL)
DOTCHKA ATANASSOVA

Witnesses Sign: Brian Saviano

Witnesses Print: Brian Saviano

_____[Space Below This Line for Acknowledgment]_____

State of ILLINOIS

County of COOK

On the 15 day of December 2022, before me personally appeared
DOTCHKA ATANASSOVA

personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in his/her capacity, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature  (Seal)

My commission expires: 07/28/2026



UNOFFICIAL COPY

EXHIBIT "A"

Permanent Index Number:
Property ID: 07-35-309-006-0000

Property Address:
325 Carlsbad Trl
Roselle, IL 60172

Legal Description:
Parcel 1

Lot 17 in the Trails Unit No. 2, being a subdivision of the Southwest 1/4 of Section 35, Township 41 North, Range 10 East of the Third Principal Meridian, according to the Plat thereof recorded April 18, 1972 as Document 21870672.

Parcel 2:

Easement for ingress and egress created by grants recorded on July 27, 1972 as Document 21982274 and as Document 22223915, in Cook County, Illinois