

Illinois Anti-Predatory
Lending Database
Program

Doc#: 2305841265 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 02/27/2023 04:09 PM Pg: 1 of 7

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN: 06-06-105-006-0000**

Address:

Street: 877 STEWART AVE.

Street line 2:

City: ELGIN

State: IL

ZIP Code: 60120

Lender: Secretary of Housing and Urban Development

Borrower: DANNY MARTINEZ AND MORGAN R. PHILLIPS

Loan / Mortgage Amount: \$12,598.24

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is government property.

Certificate number: D61644FA-4375-4D12-A2F4-AC3804D1C279

Execution date: 2/3/2023

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Recording Requested By:

Freedom Mortgage Corporation
907 Pleasant Valley Avenue
Mount Laurel, NJ 08054

After Recording Return To:

Freedom Mortgage Corporation C/O:
Mortgage Connect Document Solutions
6870 North Argonne Street, Unit A
Denver, CO 80249
APN/Tax ID: 06-06-105-006-0000, 06-06-105-007-0000
Recording Number: 2298990

This document was prepared by: Freedom Mortgage Corporation, Michele Rice 10500 Kincaid Drive Suite 111, Fishers IN 46037-9764 (855-690-5900)

Space Above This Line For Recording Data

FHA Case No. 138-0626836-703

SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on February 3, 2023 and effective the 1st day of March, 2023.

The Mortgagor is **DANNY MARTINEZ, SINGLE AND MORGAN R. PHILLIPS, SINGLE, IN JOINT TENANCY, WITH RIGHT OF SURVIVORSHIP**

Whose address is 877 STEWART AVE ELGIN, IL 60120 ("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 twelve thousand five hundred ninety-eight and 24/100 Dollars (U.S. 12,598.24). 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, 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 877 STEWART AVE ELGIN, IL 60120. ("Property Address") more particularly described as follows: *See Exhibit A for Legal Description*

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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.

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

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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 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

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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.

Property of Cook County Clerk's Office

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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

Danny Martinez
Danny Martinez
(Must be signed exactly as printed)
02 / 10 / 2023
Signature Date (MM/DD/YYYY)

Sign here to execute Subordinate Security Instrument

Morgan R. Phillips
Morgan R. Phillips
(Must be signed exactly as printed)
02 / 10 / 2023
Signature Date (MM/DD/YYYY)

Witness Signature
Witness Printed Name
Witness Signature Date (MM/DD/YYYY)

[Space below this line for Acknowledgement]

STATE OF Illinois
COUNTY OF Cook

On the 10 day of February in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared Danny Martinez and Morgan R. Phillips, 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.

Mary Beth Judy
(Signature)
Notary Public: Mary Beth Judy (Printed Name)
My commission expires: 04/29/26 (Notary Public Seal)
(Please ensure seal does not overlap any language or print)



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EXHIBIT A

The Land referred to herein below is situated in the County of Cook, State of IL, and is described as follows

Lot 8 and 9 in Trout Park Subdivision, in the Southwest 1/4 of Section 6, Township 41 North Range 9 East of the Third Principal Meridian, according to the Plat of said Subdivision recorded June 30, 1924 as Document No. 8490230 in Cook County, Illinois.

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