Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Doc#. 2309425015 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 04/04/2023 09:58 AM Pg: 1 of 7



Report Mortgage Fraud 844-768-1713

PIN: 02-02-301-149-0000 The property identified as:

Address:

Street: 227 E FOREST KNOLL DR

Street line 2:

City: PALATINE State: II **ZIP Code: 60074**

Lender. SECRETARY OF HOUSING AND URBAN DEVELOPMENT 15 Clarks

Borrower: AARON M BLANE AND LAURA L MORGAN

Loan / Mortgage Amount: \$16,756.41

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: 5DDB4F1D-F681-4134-B789-E19A1C6859E3 Execution date: 3/24/2023

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

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SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE (A Security Instrument) is given this 9TH day of FEBRUARY, 2023. The mortgagors are AARON M BLANE AND LAURA L MORGAN, HUSBAND AND WIFE, TENANTS BY ENTIRETY whose address is 227 E FOREST KNOLL DR, PALATINE, ILLINOIS 60074 (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 SIXTEEN THOUSAND SEVEN HUNDRED FIFTY SIX and 41/100 Dollars (U.S. \$16,756.41). 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 June 1, 2050. 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 project 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, ILLINOIS.

See attached for legal description which has address of 227 E FOREST KNOLL DR, PALATINE, ILLINOIS 60/174;

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter all 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.

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. Conders 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 proclude 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. For overs 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 Actoress 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 taw, 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.) 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 County Clark's Office

LETTER ID 158 202208v9 FHA Case No. 137-890602 6 Page 3 of 6

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: 1/10
Witnesses Print: Brad Strassburger AARON M BLANE (SEAL)
Witnesses Sign: <u>Save Math</u>
Witnesser Print: Karie Nordin
[Space Pelow This Line for Acknowledgment]
State of <u>ILLINOUS</u>
County of Cook
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 is 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 Spare (Seal)
My commission expires: 02-05- 2-024
Signature Collection (Seal) My commission expires: 02-05-2-4

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:
Witnesses Print: Brod Strassburger Laura L. Mora
(SEAL)
LAURA L MORGAN
Witnesses Sign: Tan Make
Witnesser Frint: Karie Nordin
[Space Bolow This Line for Acknowledgment]
State of ILLINOIS
County of Cook
On the 24 th day of March , 2023, before me personally appeared
LAURA L MC PGAN
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.
$\Omega = \Omega M$
Signature & Markle (Seal)
My commission expires: 02-65 - 2024
My commission expires: 02-65 - 202 \
· C
"OFFICIAL SEAL" JOAN E. NEVILLE
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires February 05, 2024

EXHIBIT A

PARCEL 1 LOT 52 OF PLANNED UNIT DEVELOPMENT OF FOREST KNOLL TOWNHOMES IN THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS REGISTERED IN THE REGISTRAR'S OFFICE OF COOK COUNTY, ILLINOIS, ON SEPTEMBER 13, 1978 AS DOCUMENT NO LR 3C45755 AND AS AMENDED BY CORRECTION PLAT FILED ON SEPTEMBER 18, 1979 AS DOCUMENT NO LR 3118313, IN COOK COUNTY, ILLINOIS

PARCEL 2 EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND ED IN MENDED MICRESS AIR.

ODER THE COOK COUNTY CLERK'S OFFICE DEFINED IN THE DECLARATION OF PROTECTIVE COVENANTS FILED AS DOCUMENT NO LR 3045756, AS AMENDED FROM TIME TO TIME, AND AS DISCLOSED BY PLAT FILED AS DOCUMENT NO. LR 3045755. FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS