Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Doc#. 2313233080 Fee: \$98.00 Karen A. Varbrough

Karen A. Yarbrough Cook County Clerk

Date: 05/12/2023 10:15 AM Pg: 1 of 6



Report Mortgag : Fraud 844-768-1713

The property identified as: PIN: 30-32-321-001-0000

Address:

Street: 3307 N. Schultz Dr

Street line 2:

City: Lansing State: IL ZIP Code: 60438

Lender: Secretary of Housing and Urban Development

Borrower: Earl Johnson

Loan / Mortgage Amount: \$16,493.43

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.

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Certificate number: E8F9DC38-F54C-4244-8E17-95BCA032BE1F Execution date: 5/30/2023

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 CLGSING
DEPARTMENT
1600 SOUTH DOUGLASS ROAD, SUITES 110 &
200-A
ANAHEIM, CA 92806

Tax/Parcel #: 30-32-321-001-0000

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FHA Case No.: 13-80-6-9703870 Loca No: 3000069733

3307 N SCHULTZ DR, LANSING, ILLINOIS 60438 (herein "Property Address")

PARTIAL CLAIMS MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on MARCH 8, 2023. The mortgagor is EARL JOHNSON, A MARRIED MAN ("Borrower"), whose address is 3.07. N SCHULTZ DR, LANSING, ILLINOIS 60438. This Security Instrument is given to the Secretary of Locasing 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 SIXTEEN THOUSAND FOUR AUNDRED NINETY-THREE DOLLARS AND 43 CENTS Dollars (U.S. \$16,493.43). 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, 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 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:

all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

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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:

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 poince 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 remades 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 covence.

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 proceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph of 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 Agreement 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.
5-3-23
Borrowef: EARL OHNSON Date
Borrower: THERESADENT *signing solely to acknowledge this Agreement, but not to incur any personal Date
liability for the debt
[Space Below This Line for Acknowledgments]
BORROWER ACKNOWLEDGMENT
State of ILLINOIS
County of Look
$\frac{1}{2}$
This instrument was acknowledged refore me on 5/5/000 (date) by EARL JOHNSON, THERF 3A DENT (name/s of person/s acknowledged).
(data) by <u>minimum victory rames of persons desire</u> wreaged).
Notary Public Official Seal
(Seal) Francettia LaShirle Ford Worlds Notary Bublic State of Illinois
(Seal) Printed Name: Francettia LaShirle Ford Worlds Notary Public State of Illinois My Commission Expires 5/28/2026 My Commission Expires 5/28/2026 My Commission Expires 5/28/2026
My Commission expires:
6/28/2026
Clarks
'S'

EXHIBIT A

BORROWER(S): EARL JOHNSON, A MARRIED MAN

LOAN NUMBER: 3000069733

LEGAL DESCRIPTION:

The Man eferred to in this document is situated in the CITY OF LANSING, COUNTY OF COOK, STATE Of Man described as follows:

LOT 345 IN 5 CLULTZ PARK, BEING A SUBDIVISION IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32. TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN IN CCOV. COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN THE RECORDER'S OFFICE IN COOK COUNTY, ILLINOIS ON JUNE 1, 1927 AS DOCUMENT 9670668.

ALSO KNOWN AS: 3307 N SCHULTZ DR, LANSING, ILLINOIS 60438