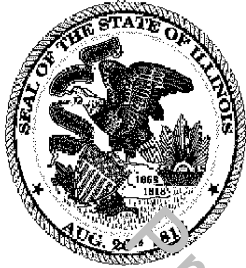


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## Illinois Anti-Predatory Lending Database Program

Doc#: 2313933189 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 05/19/2023 11:46 AM Pg: 1 of 7

### Certificate of Exemption



**Report Mortgage Fraud**  
**844-768-1713**

The property identified as: **PIN: 20-35-226-009-0000**

**Address:**

**Street:** 8231 S Kimbark Avenue

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60619

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

**Borrower:** Denise Butler

**Loan / Mortgage Amount:** \$19,323.34

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:** 64232CB7-FA67-4B5A-BDD3-2C7EDC73E5DB

**Execution date:** 7/10/2020

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Cover Letter

Record and Return to:  
Ditech Financial LLC  
Attention: Loss Mitigation  
2100 E Elliot Rd, Building 94  
Mailstop T-214  
Tempe, AZ 85284

Loan #0002407291

Prepared By:  
Marisela Dunkerson  
2100 E Elliot Rd #94  
Tempe, AZ 85284

(Space Above This Line for Recording Data)

FHA Case No. 137-2770500

## SUBORDINATE MORTGAGE

Previous Mortgage recorded 12/23/2003 as instrument number # 0335701314

**THIS SUBORDINATE MORTGAGE** ("Security Instrument") is given on \_\_\_\_\_, 20\_\_\_\_. The Mortgagor(s) is/are Denise Butler ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is **Department of Housing and Urban Development, c/o Novad Management Consulting, Shepherd's Mall, 2401 NW 23<sup>rd</sup> Street, Suite 1A, Oklahoma City, OK 73107** ("Lender"). Borrower owes Lender the principal sum of **Nineteen Thousand, Three Hundred Twenty-Three, and 34/100 U.S. Dollars (\$19,323.34)** 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 **01/01/50**.

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 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 power of sale the following described property located in **Cook County, IL**.

See Exhibit "A" attached hereto and incorporated herein as if fully set out

which has the address of 8231 S Kimbark Avenue, Chicago, IL, 60619 ("Property Address");

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."

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## Cover Letter

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 and 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 the 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 of 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 designated by notice to Lender. Any notice to Lender shall be given by first class mail to: **Department of Housing and Urban Development, c/o Novad Management Consulting, Shepherd's Mall, 2401 NW 23<sup>rd</sup> Street, Suite 1A, Oklahoma City, OK 73107 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:

# UNOFFICIAL COPY

Cover Letter

7. **Acceleration; Remedies.** If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full 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 Cook County Clerk's Office

# UNOFFICIAL COPY

Cover Letter

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.

Denise Butler  
Denise Butler Borrower

Date: July 10, 2020

Denise Butler  
Mattie Smith Borrower

Date: July 10, 2020

Power of Attorney for Mattie Smith

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

State of: Illinois

County of: DuPage

I, Gerald Rutta, a Notary Public in  
and for said county and state do hereby certify that  
Denise Butler, Mattie Smith

personally known to me to be the same person(s) whose name(s) subscribed to the  
foregoing instrument appeared before me this day in person, and acknowledged that  
he/she/they signed and delivered the said instrument as his/her/their free and voluntary  
act, for the uses and purposes therein set forth.

Given under my hand and official seal, this the 10<sup>th</sup> day of July, 2020

My Commission Expires: 6-23-2022

Gerald Rutta  
Notary Public



Property of Cook County Clerk's Office

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## EXHIBIT A

**All of Lot 11 and North 10 feet of Lot 12 in E. B. Shogren and Company's Second Addition to Avalon Park, being a Re-Subdivision of Lots 1 to 46 in Block 7 in Pierce's Park, a Subdivision of Southwest Quarter of the Northeast Quarter of Section 35, Township 38 North, Range 14, East of the Third Principal Meridian.**

Parcel ID Number: 20-35-226-009-0000

Property of Cook County Clerk's Office