

## Illinois Anti-Predatory Lending Database Program

Doc#. 2324229117 Fee: \$107.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 08/30/2023 12:10 PM Pg: 1 of 6

### Certificate of Exemption



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

The property identified as: **PIN: 09-18-304-017-0000**

**Address:**

**Street:** 160 E BRADLEY ST

**Street line 2:**

**City:** DES PLAINES

**State:** IL

**ZIP Code:** 60016

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

**Borrower:** Tony Kubsik and Ireneusz Kubsik

**Loan / Mortgage Amount:** \$22,777.14

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 loan is a HELOC which is not simultaneous with a new first mortgage.

**Certificate number:** 15E5E1EF-7C4D-4103-A690-C7F263A9E16B

**Execution date:** 8/7/2023

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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 Company, LP  
Attn: Loan Mod Processing Team  
600 Clubhouse Drive  
Moon Township, PA 15108  
APN/Tax ID: 09-18-304-017-0000  
Recording Number: 2871336

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. 137-9078288-703

## SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on August 7, 2023 and effective the 1st day of September, 2023.

The Mortgagor is **TONY KUBSIK AND IRENEUSZ KUBSIK, AS JOINT TENANTS**

Whose address is 160 E BRADLEY ST DES PLAINES, IL 60016 ("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 twenty-two thousand seven hundred seventy-seven and 14/100 Dollars (U.S. 22,777.14). 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 July 1, 2047.

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

Partial Claim



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ILLINOIS which has the address of 160 E BRADLEY ST DES PLAINES, IL 60016, ("Property Address") more particularly described as follows: *See Exhibit A for Legal Description*

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 Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail

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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:

7. **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.

8. **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.

9. **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 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.

Partial Claim



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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

Tony Kubsik  
(Must be signed exactly as printed)

08 / 22 / 2023  
Signature Date (MM/DD/YYYY)

Sign here to execute  
Subordinate Security  
Instrument

Ireneusz Kubsik  
(Must be signed exactly as printed)

08 / 22 / 2023  
Signature Date (MM/DD/YYYY)

[Space below this line for Acknowledgement]

STATE OF ILLINOIS

COUNTY OF COOK

On the 22<sup>nd</sup> day of AUGUST in the year 2023 before me, the undersigned, [☒] a Notary Public [ ] an Online Notary Public, in and for said State, personally appeared [☒] by physical presence [ ] by online notarization/use of audio/video communication technology Tony Kubsik and Ireneusz Kubsik, personally known to me or proved to me on the basis of satisfactory evidence of identification to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they voluntarily 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 for its stated purpose.

Personally Known \_\_\_\_\_ OR Produced Identification X

Type of Identification Produced: ILLINOIS DRIVER'S LICENSE

WITNESS my hand and official seal.

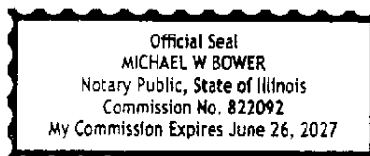
Michael W Bower  
(Signature)

Notary Public: MICHAEL W BOWER

My commission expires: 06/26/2027 (Printed Name)

(Notary Public Seal)

(Please ensure seal does not overlap any language or print)



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## EXHIBIT A

The following described property situated in the City of Des Plaines, Cook County, State of IL, described as follows:

Lot 48 In Golf Terrace Unit Number 1, Being A Resubdivision Of Part Of Lot 1 In Circuit Court Commissioners Partition Of The Lands Of Christ Moeller Estate In The Fractional Southwest Of Quarter Of Section 18, Township 41 North, Range 12 East Of The Third Principal Meridian, In Cook County, Illinois.

Being the same property as conveyed from Josef Szkorla and Izabela Szkorla, husband and wife to Tony Kubsik, a single man, and Ireneus Kubsik, a single man, not as tenants in common and not as joint tenants, but as tenants by the entirety, not as tenant in common, but as joint tenancy with the right of survivorship as set forth in Deed Instrument #1519010002 dated 03/31/2015, recorded 07/09/2015, Cook County, ILLINOIS.

