

Illinois Anti-Predatory Lending Database Program

Doc#: 2325408213 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 09/11/2023 02:25 PM Pg: 1 of 6

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN: 23-03-215-035-0000**

Address:

Street: 9133 SYCAMORE DR

Street line 2:

City: HICKORY HILLS

State: IL

ZIP Code: 60457

Lender: Secretary of Housing and Urban Development

Borrower: Victor Valdivia and Sarah Valdivia

Loan / Mortgage Amount: \$5,156.73

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: 25723461-1DB5-4F32-BA7C-A78828BFD8A1

Execution date: 8/7/2023

UNOFFICIAL COPY**Recording Requested By:**

Freedom Mortgage Corporation
951 Yamato Road
Boca Raton, FL 33431

After Recording Return To:

Freedom Mortgage Corporation C/O:
Mortgage Connect, LP
Attn: Loan Mod Processing Team
600 Clubhouse Drive
Moon Township, PA 15108
APN/Tax ID: 23-03-215-035-0000
Recording Number: 2878887

This document was prepared by: Freedom Mortgage Corporation, Michele Rice, 10500 Kincaid Drive
Suite 111, Fishers, IN. 46037-976444 (855)690-5900

Space Above This Line For Recording Data

FHA Case No. 138-1159308-703

SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on August 7, 2023.

The Mortgagor is **VICTOR VALDIVIA, JOINED BY SARAH VALDIVIA THE NON-TITLED SPOUSE SIGNING TO WAIVE HOMESTEAD RIGHTS ONLY**.

Whose address is 9133 SYCAMORE DR HICKORY HILLS, IL 60457 ("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 five thousand one hundred fifty-six and 73/100 Dollars (U.S. 5,156.73). 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, 2051.

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

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ILLINOIS which has the address of 9133 SYCAMORE DR HICKORY HILLS, IL 60457, (“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 or 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 the 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 proceeding, 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.

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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

[Handwritten Signature]

Victor Valdivia
(Must be signed exactly as printed)

8 / 28 / 2023

Signature Date (MM/DD/YYYY)

Sign here to execute Subordinate Security Instrument

[Handwritten Signature]

Sarah Valdivia
(Must be signed exactly as printed)

8 / 28 / 2023

Signature Date (MM/DD/YYYY)

[Space below this line for Acknowledgement]

STATE OF Illinois

COUNTY OF Cook

On the 25 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 Victor Valdivia and Sarah Valdivia, 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

Type of Identification Produced: Driver's License

WITNESS my hand and official seal.

[Handwritten Signature]

(Signature)

Notary Public: Morgan Gavin

(Printed Name)

My commission expires: 6/23/2025 (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 Illinois, and is described as follows:

Lot 206 in Timber Ridge a subdivision of the West 1/2 of the Northeast 1/4 (except the South 32 acres thereof) and the West 1/2 of the East 1/2 of the Northeast 1/4 of Section 3, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, as shown on plat recorded April 19, 1963 as document number 18773946, in Cook County, Illinois.

Being the same property as conveyed from Daniel O'Dwyer and Elyse O'Dwyer F/K/A Elyse Brannigan, as Husband and Wife to Victor Valdivia as set forth in Deed Instrument #2012903240 dated 04/21/2020, recorded 05/08/2020 Cook County, ILLINOIS.

