

Illinois Anti-Predatory
Lending Database
Program

Doc#. 2329255114 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 10/19/2023 12:30 PM Pg: 1 of 5

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN:** 16-31-323-013-0000

Address:

Street: 3733 Grove Ave

Street line 2:

City: Berwyn

State: IL

ZIP Code: 60402

Lender: Secretary of Housing and Urban Development

Borrower: Christina M. Gutierrez

Loan / Mortgage Amount: \$6,720.90

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: 76ABFB94-B709-475F-A371-3CC410484BCF

Execution date: 10/6/2023

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

Tax/Parcel #: 16-31-323-013-0000

[Space Above This Line for Recording Data]

FHA Case No.: 13-78-1-6447070

Loan No: 7000310231

3733 GROVE AVE, BERWYN, ILLINOIS 60402
 (herein "Property Address")

PARTIAL CLAIMS MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **AUGUST 12, 2023**. The mortgagor is **CHRISTINA M. GUTIERREZ** ("Borrower"), whose address is **3733 GROVE AVE, BERWYN, ILLINOIS 60402**. This Security Instrument is given to the Secretary of Housing 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 **SIX THOUSAND SEVEN HUNDRED TWENTY DOLLARS AND 90 CENTS** Dollars (U.S. \$6,720.90). 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, 2045**.

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**:

which has the address of, **3733 GROVE AVE, BERWYN, ILLINOIS 60402** (herein "Property Address");

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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. 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 notice 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 remedies 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 evidence.

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 preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph or 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 Promissory 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.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

Christina M. Gutierrez
Borrower: **CHRISTINA M GUTIERREZ**

10-06-2023
Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

State of **ILLINOIS**

County of Cook

This instrument was acknowledged before me on October 6, 2023
(date) by **CHRISTINA M GUTIERREZ** (name/s of person/s acknowledged).

Andrea Ferrer
Notary Public
(Seal)
Printed Name: Andrea Ferrer



My Commission expires:

9/14/2026

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EXHIBIT A

BORROWER(S): CHRISTINA M. GUTIERREZ

LOAN NUMBER: 7000310231

LEGAL DESCRIPTION:

The land referred to in this document is situated in the CITY OF BERWYN, COUNTY OF COOK, STATE OF IL, and described as follows:

THE SOUTH 1/2 FEET OF THE NORTH 88 FEET OF LOT 7 IN BLOCK 51 IN THE SUBDIVISION OF BLOCKS 45, 47, 48, 49, 50, 51 AND 52 IN CIRCUIT COURT PARTITION IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 3733 GROVE AVE, BERWYN, ILLINOIS 60402