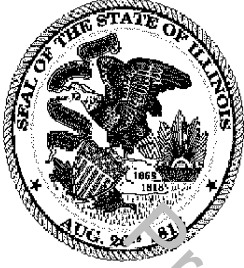


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## Illinois Anti-Predatory Lending Database Program

Doc#: 2334106074 Fee: \$107.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 12/07/2023 10:00 AM Pg: 1 of 6

### Certificate of Exemption



Report Mortgage Fraud  
844-768-1713

The property identified as: **PIN: 16-10-319-009**

**Address:**

**Street:** 4640 W West End Ave

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60644

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

**Borrower:** Kyle Kirby

**Loan / Mortgage Amount:** \$31,870.56

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is government property.

**Certificate number:** E17131A6-0AE6-4DBA-8E57-0A05844780F4

**Execution date:** 11/21/2023

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Recording Requested By/Return To:  
**U.S. BANK FULFILLMENT  
 SERVICES  
 999 TECH ROW, #200  
 MADISON HEIGHTS, MICHIGAN  
 48071**

This Instrument Prepared By:  
**U.S. BANK NATIONAL  
 ASSOCIATION  
 4801 FREDERICA ST  
 OWENSBORO, KENTUCKY 42301**

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_

**PARTIAL CLAIM MORTGAGE**

FHA Case Number 137-9026006

**Property Address: 4640 W WEST END AVE, CHICAGO, ILLINOIS 60644-0000**

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on the date of execution. The Mortgagor is KYLE KIRBY, whose address is 4640 W WEST END AVE, CHICAGO, ILLINOIS 60644-0000 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 7th Street S.W., Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of THIRTY-ONE THOUSAND EIGHT HUNDRED SEVENTY AND 56/100THS Dollars (U.S. \$31,870.56).

**Notwithstanding the foregoing or any other provisions contained herein, if personal liability with respect to any amounts payable under the primary Note has been discharged in bankruptcy, Borrower and Lender understand and agree that nothing contained herein with respect to any amounts payable under this Note, shall be construed to impose personal liability to repay any such obligation in violation of such discharge. Borrower and Lender further understand and agree that to the extent that such personal liability with respect to any amounts payable under the primary Note has been discharged in bankruptcy, Borrower is entering into this Note voluntarily for the benefits to be obtained thereby and not as an affirmation of the debt evidenced by the primary Note, and that this Note, or any actions taken by the Lender in relation to this Note, does not constitute a demand for payment or any attempt to collect any such previously discharged obligation.**



# UNOFFICIAL COPY

Loan Number 9903017231

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 SEPTEMBER 01, 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 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 does hereby mortgage, warrant, grant and convey to the Lender, with the power of sale the following described property located in COOK County, ILLINOIS:

**LEGAL DESCRIPTION:**

LOT 3 IN LAZAR AND HUSMAN'S RESUBDIVISION OF LOTS 33 TO 40 BOTH INCLUSIVE, IN THE RESUBDIVISION OF THE SOUTH 1/2 OF BLOCK 23, IN THE WEST CHICAGO LANDS COMPANY'S SUBDIVISION OF THE SOUTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. RECORDED IN INSTRUMENT NO. 1724415030 PARCEL ID: 16-10-319-009

Tax Parcel No.:  
16-10-319-009

which has the address of 4640 W WEST END AVE, CHICAGO, ILLINOIS 60644-0000 ("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."

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:



# UNOFFICIAL COPY

Loan Number 9903017231

## 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 or 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 to: U.S. Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 7th Street S.W., Washington, DC 20410 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



# UNOFFICIAL COPY

Loan Number 9903017231

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. Remedies.

**(a) Notice of Default.** Lender will give a notice of default to Borrower following Borrower's breach of any covenant or agreement in this Security Instrument. The notice will specify, in addition to any information required by applicable law: (i) the default; (ii) the action required to cure the default; (iii) that failure to cure the default on or before the date specified in the notice may result in foreclosure by judicial proceeding and sale of the Property; and (iv) Borrower's right to deny in the foreclosure proceeding the existence of a default or to assert any other defense of Borrower to foreclosure.

**(b) Foreclosure; Expenses.** If the default is not cured on or before the date specified in the notice, Lender may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding or in accordance with paragraph 7(c). Lender will be entitled to collect all expenses incurred in pursuing its remedies, including, but not limited to: (i) reasonable attorneys' fees and costs; and (ii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

**(c) Secretary's Remedies.** Notwithstanding the foregoing paragraph (a)-(b), 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 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 will deprive the Secretary of any rights otherwise available to a Lender under this section 7 or applicable law.

**8. Release.** Upon payment of all sums secured by this Security Instrument, Lender will release this Security Instrument. Borrower will pay any recordation costs associated with such release. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.



# UNOFFICIAL COPY

Loan Number 9903017231

9. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) signed by Borrower and recorded with it.

Kyle Kirby  
Borrower: KYLE KIRBY Date: 11, 21, 23

State of ILLINOIS )  
County of Cook )  
Enter County Here

This instrument was acknowledged before me on November 21, 2023  
by KYLE KIRBY.

Curley Harris  
Signature of Notary Public

My Commission expires: 07/03/2026

