

Illinois Anti-Predatory
Lending Database
Program

Doc#: 2400833005 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 01/08/2024 09:05 AM Pg: 1 of 5

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN:** 13-28-407-017-0000

Address:

Street: 4842 w schubert ave

Street line 2:

City: chicago

State: IL

ZIP Code: 60639

Lender: secretary of housing and urban development

Borrower: faustina a avila

Loan / Mortgage Amount: \$12,318.65

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: 8712A132-1869-4D28-95F3-0AF970691A14

Execution date: 12/12/2023

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PARTIAL CLAIM MORTGAGE

Loan No. 0064714819 Instrument No. 2215134155
 FHA Case No. 138-1694277 Liber/Vol./Book:
 MIN: 1007191-0001608568-8 Page:

"I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document unless required by law." SARAH SAWDON

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on 12/12/2023

The Mortgagor is

FAUSTINA A AVILA

("Borrowers") This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 452 Seventh Street, SW, Washington, DC 20410

("Lender") Borrower owes Lender the principal sum of

Twelve Thousand Three Hundred Eighteen Dollars and Sixty Five Cents

(U.S. \$12,318.65). 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 06/01/2052. 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, IL, which has the address of 4842 W SCHUBERT AVE, CHICAGO IL 60639

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.

UNIFORM COVENANTS. Borrower and Lender covenant agree as follows:

1 Payment of Principal. Borrower shall pay when due the principal of the debt evidenced by the Note

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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 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. 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 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 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

Faustina Avila

Borrower- FAUSTINA A AVILA

Borrower-

STATE OF IL
COUNTY OF COOK SS

On the 22 day of December 2023 before me personally appeared

FAUSTINA A AVILA

to me known and known by me to be the party (or parties) executing the foregoing instrument, and (he or she) they acknowledged said instrument, by (his or her) their execution of said instrument to be their free act and deed.



Stephanie Perez
Notary Public

This document was prepared by
SARAH SAWDON
NMLS ID: 2172120
for Huntington National Bank
5555 Cleveland Avenue
Columbus, OH 43231

AFTER RECORDING RETURN TO
Huntington National Bank
Attn. Sabrina L Rucker, GW2W46
5555 Cleveland Avenue
Columbus, OH 43231

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EXHIBIT A

Order No.: OC22005772

For APN/Parcel ID(s): 13-28-407-017-0000

For Tax Map ID(s): 13-28-407-017-0000

LOT 36 AND THE WEST 8 FEET OF LOT 37 IN BLOCK 4 IN EDWARD F. KENNEDY'S
RESUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office