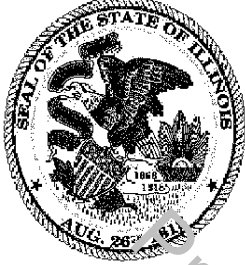


Illinois Anti-Predatory
Lending Database
Program

Doc#: 2403041053 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 01/30/2024 10:36 AM Pg: 1 of 5

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN:** 28-07-128-017-0000 **240002724**

Address:

Street: 9722 S Leavitt St

Street line 2:

City: Chicago

State: IL

ZIP Code: 60643

Lender: Secretary of Housing and Urban Development

Borrower: Kyle D Garner

Loan / Mortgage Amount: \$13,308.82

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: 9A60C6E6-AB07-46FA-AC8B-0C9FE04BF5EA

Execution date: 1/10/2023

UNOFFICIAL COPY

Space above for recording.

SUBORDINATE MORTGAGE

FIFTH THIRD BANK
MADISONVILLE OFFICE BUILDING
5001 KINGSLEY DRIVE
Mail Drop 1MOB-AL
CINCINNATI, OH 45227-1114

Prepared by
Deb Stacy
513-358-2637
Deb Stacy

FHA Case No.
4

240002724

137-5817114-002

Date: January 10, 2024
Account: *****0893

THIS SUBORDINATE MORTGAGE is given on January 10, 2024. The Mortgagor is: KYLE D GARNER whose address is:

Originated: 08/05/2010
recorded: 08/20/2010

9722 S LEAVITT ST
CHICAGO, IL, 60643

This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street SW, Washington, D.C. 20410, Borrower owes Lender the principal sum of Thirteen Thousand Three Hundred Eight and 82/100 (U.S. \$13,308.82). This debt is evidenced by Borrower's note dated the same date as this Security Instrument, which provides for the full debt, if not paid earlier, due and payable on 10/01/2051.

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, with interest advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of the 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 power of sale the following described property located in Cook County, IL:

parcel: 28-07-128-017-0000

which has the address of:

9722 S LEAVITT ST
CHICAGO, IL, 60643

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. This Security Instrument shall also cover all replacements and additions. 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.

UNOFFICIAL COPY

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 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 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 successor 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 provide 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 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, D.C. 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 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 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.

UNOFFICIAL COPY

By signing this document, you are agreeing to the terms and conditions stated herein.

Kyle D Garner
KYLE D GARNER - Borrower

1-19-24
Date

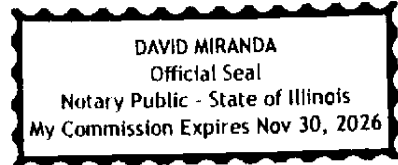
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois, COUNTY OF Cook ss.

Before me a Notary Public in and for said County and State personally appeared KYLE D GARNER, who is/are personally known to me or who has produced sufficient evidence of identification and who did take an oath and who executed the foregoing conveyance to Fifth Third Bank, National Association and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal this 19th day of January, 2024.

David Miranda
Notary Public
My Commission Expires Nov. 30, 2026



DO NOT WRITE BELOW THIS LINE. FOR FIFTH THIRD USE ONLY.

CORPORATE ACKNOWLEDGEMENT

Kimberly Taylor

Kimberly Taylor
Vice President
513-358-3303

FIFTH THIRD BANK, NATIONAL ASSOCIATION (Seal)

STATE OF Ohio, COUNTY OF Hamilton ss.

Before me, a Notary Public in and for said County and State personally appeared Fifth Third Bank, National Association by Kimberly Taylor, its Vice President, the individual who executed the foregoing instrument and acknowledged that she/he did read the same and did sign the foregoing instrument and that the same is her/his free act and deed and the free act and deed of Fifth Third Bank, National Association.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal this 22nd day of January, 2024.

Amanda M Cotton
Notary Public
My Commission Expires March 21, 2027



53Bank is a signer/servicer for HUD

AMANDA M COTTON
Notary Public
State of Ohio
My Comm. Expires
March 21, 2027

UNOFFICIAL COPY

STREET ADDRESS: 9722 S. LEAVITT ST
CITY: CHICAGO COUNTY: COOK
TAX NUMBER: 28-07-128-017-0000

LEGAL DESCRIPTION:

LOT 6 IN BLOCK 1 IN R. E. EBERHARDT'S BEVERLY HILLS MANOR, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO A RESUBDIVISION OF LOTS 1 TO 48, BOTH INCLUSIVE, IN DANIEL E. C. MOLE'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF VACATED S. IRVING AVENUE (S. BELL AVENUE.) LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 25 TO 48, BOTH INCLUSIVE, IN DANIEL E. C. MOLE'S SUBDIVISION AFORESAID AND THE VACATED 16-FOOT PUBLIC ALLEY WEST OF AND ADJOINING LOTS 1 TO 24, BOTH INCLUSIVE, AND EAST OF AND ADJOINING LOTS 25 TO 48, BOTH INCLUSIVE, IN DANIEL E. C. MOLE'S SUBDIVISION, AFORESAID, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JANUARY 3, 1956, AS DOCUMENT NUMBER 1642659, AND CERTIFICATE OF CORRECTION, THEREOF REGISTERED AS DOCUMENT NUMBER 1668729.