

Illinois Anti-Predatory  
Lending Database  
Program

Doc#: 2410202035 Fee: \$107.00  
KAREN A. YARBROUGH  
COOK COUNTY CLERK'S OFFICE  
Date 4/11/2024 9:40 AM Pg: 1 of 9

Certificate of Exemption



Report Mortgage Fraud  
844-768-1713

The property identified as: **PIN: 25-28-431-015-0000**

**Address:**

**Street:** 1 W. Brayton St.

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60628

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

**Borrower:** Toni M. Grady

**Loan / Mortgage Amount:** \$5,872.50

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:** AAF248E4-A049-4FF1-833A-BF2F8E90C008

**Execution date:** 4/3/2024

**UNOFFICIAL COPY**

This Document Prepared By:

**EDI DONLIC**

**FLAGSTAR BANK, N.A.**

**8800 BAYMEADOWS WAY WEST, SUITE 400**

**JACKSONVILLE, FL 32256**

**800-393-4887**

When Recorded Mail To:

**TIMIOS**

**5716 CORSA AVE, SUITE 107**

**WESTLAKE VILLAGE, CA 91362**

**Tax/Parcel #: 25284310150000**

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

**FHA Case No.: 703 137-9546215**

**Loan No: 0504910011**

**PARTIAL CLAIMS MORTGAGE**

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **MARCH 22, 2024**. The mortgagor is **TONI M. GRADY, AN UNMARRIED WOMAN** ("Borrower"), whose address is **1 W BRAYTON ST, CHICAGO, ILLINOIS 60628**. This Security Instrument is given to the **Secretary of Housing and Urban Development**, whose address is **451 Seventh Street SW, Washington, DC 20410** ("Lender"). Borrower owes Lender the principal sum of **FIVE THOUSAND EIGHT HUNDRED SEVENTY-TWO DOLLARS AND 50 CENTS (U.S. \$5,872.50)**. 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 **FEBRUARY 1, 2050**.

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 power of sale, the following described property located in the County of **COOK**, State of **ILLINOIS**:

which has the address of, **1 W BRAYTON ST, CHICAGO, ILLINOIS 60628** (herein "Property Address");

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:**

Tax Parcel No. **25284310150000**

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

# UNOFFICIAL COPY

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 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 and agree as follows:

**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 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 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.** 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

# UNOFFICIAL COPY

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 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 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.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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

Toni Grady  
Borrower: TONI M. GRADY

4-3-24  
Date

\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

### BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of Cook

This instrument was acknowledged before me on April 3, 2024 (date) by TONI M. GRADY (name/s of person/s acknowledged).

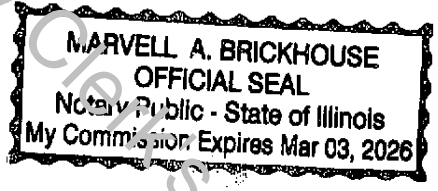
Grady Before me, (name of notary), on this day personally appeared by means of interactive two-way audio and video communication (name of signer), who is known to me or has provided satisfactory evidence of identity in accordance with Illinois Governor J.B. Pritzker's Executive Order in Response to Covid-19 2020-14 and Executive Order in Response to Covid-19 2020-18 to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and acknowledged to me their presence in the State of Illinois.

Marvell Brickhouse  
Notary Public (signature)

(Seal)

Notary Printed Name: Marvell Brickhouse

My Commission expires: March 3, 2026



# UNOFFICIAL COPY

## Addendum

This Addendum is made a part of that Partial Claims entered into between Secretary of Housing and Urban Development (the "Lender") and TONI M. GRADY, AN UNMARRIED WOMAN (the "Borrower") dated MARCH 22, 2024 the " Partial Claims").

Notwithstanding anything to the contrary contained in the Partial Claims, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

Notwithstanding any monthly payments hereunder, Borrower understands that (1) Lender's sole recourse is the enforcement of its security interest in the Property and any action which may exist in relation to the Property itself and that (2) nothing in this Agreement revives or purports to revive any debt, or create any personal liability or obligation for a debt, that was discharged in bankruptcy.

Lender Signature

By:

Title:

*[Handwritten Signature]*  
Dana Nasrallah  
wsh - signor

4/5/24

Date

Borrower: TONI M. GRADY

*[Handwritten Signature]*  
Toni Grady

4-23-24

Date

# UNOFFICIAL COPY

## EXHIBIT A

**BORROWER(S): TONI M. GRADY, AN UNMARRIED WOMAN**

**LOAN NUMBER: 0504910011**

**LEGAL DESCRIPTION:**

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

LOT 71 IN BRAYTON MANOR IN SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO KNOWN AS: 1 W BRAYTON ST, CHICAGO, ILLINOIS 60628

# UNOFFICIAL COPY

Date: MARCH 22, 2024

Loan Number: 0504910011

Lender: SECRETARY OF HOUSING AND URBAN DEVELOPMENT

Borrower: TONI M. GRADY

Property Address: 1 W BRAYTON ST, CHICAGO, ILLINOIS 60628

## NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

**Receipt of Notice.** The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

*Toni Grady*  
Borrower  
TONI M. GRADY

*4-3-24*  
Date



# UNOFFICIAL COPY

Date: MARCH 22, 2024

Loan Number: 0504910011

Lender: SECRETARY OF HOUSING AND URBAN DEVELOPMENT

Borrower: TONI M. GRADY

Property Address: 1 W BRAYTON ST, CHICAGO, ILLINOIS 60628

## ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of SECRETARY OF HOUSING AND URBAN DEVELOPMENT

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

Toni Grady  
TONI M. GRADY

4-3-24  
Date