

Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

Doc#: 2410926007 Fee: \$107.00
KAREN A. YARBROUGH
COOK COUNTY CLERK'S OFFICE
Date 4/18/2024 9:27 AM Pg: 1 of 5

The property identified as: **PIN:** 15-15-412-002-0000

Address:

Street: 1903 s 13th ave

Street line 2:

City: maywood

State: IL

ZIP Code: 60153

Lender: secretary of housing and urban development

Borrower: michael smith

Loan / Mortgage Amount: \$9,591.55

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: BA980379-7AF7-4ADC-9C87-DF59147246C9

Execution date: 4/10/2024

UNOFFICIAL COPY**PARTIAL CLAIM MORTGAGE**

Loan No. 0070532130 Instrument No. 1916355424
 FHA Case No. 138-0074366 Liber/Vol./Book:
 MIN: 100115600004388952 Page: 15-15-412-002-0000

"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." Armando Lopez

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on 04/10/2024

The Mortgagor is

MICHAEL SMITH AND BERNITA JONES

("Borrowers") This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street, SW, Washington, DC 20410

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

NINE THOUSAND FIVE HUNDRED NINETY ONE DOLLARS AND FIFTY FIVE CENTS

(U.S. \$9,591.55). 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 04/01/2052. 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 the COUNTY of COOK, IL; which has the address of 1903 S 13TH AVENUE, MAYWOOD, IL 60153

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 or 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.


Borrower- MICHAEL SMITH

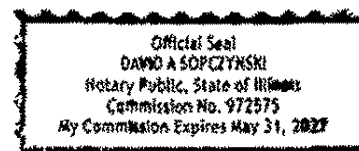

Borrower- BERNITA JONES

STATE OF IL
COUNTY OF Cook, SS:

On the 13 day of April, 2024 before me personally appeared
MICHAEL SMITH AND BERNITA JONES

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.


Notary Public



This document was prepared by
Armando Lopez
NMLS ID: 512071
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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LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS TO WIT:

LOT 304 IN CUMMINGS AND FOREMANS REAL ESTATE CORPORATION, HARRISON STREET AND 9TH AVENUE SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 09, 1924 AS DOCUMENT NUMBER 8278599, IN COOK COUNTY, ILLINOIS.

PPN: 15-15-412-002-0000

1903 S 13TH AVE, Maywood, IL, 60153

Property of Cook County Clerk's Office