

Illinois Anti-Predatory
Lending Database
Program

Doc#: 2417802166 Fee: \$107.00
CEDRIC GILES
COOK COUNTY CLERK'S OFFICE
Date 6/26/2024 12:17 PM Pg: 1 of 6

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN:** 09-19-202-035-0000

Address:

Street: 659 E. Thacker St

Street line 2:

City: Des Plaines

State: IL

ZIP Code: 60016

Lender: Secretary of Housing and Urban Development

Borrower: Jose C. Espinoza and Sergio Espinoza

Loan / Mortgage Amount: \$24,926.45

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: 8608144F-78A4-4F9C-960C-58A57D2C26B5

Execution date: 6/18/2024

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Prepared by:
 Regina M. Uhl
 AsurityDocs
 717 N. Harwood, Suite 1600
 Dallas, TX 75201

Recording Requested By and
 Return To:
 Mortgage Servicing
 717 N Harwood ST STE 1600
 Dallas, TX 75201

[Space Above This Line For Recording Data]

PARTIAL CLAIM MORTGAGE

Loan No: 1448157147
 FHA Case Number: 137-9564406-703

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on June 10, 2024. The Mortgagor is JOSE C. ESPINOZA, AN UNMARRIED MAN, AND SERGIO ESPINOZA, AN UNMARRIED MAN, AS JOINT TENANTS, whose address is 659 E THACKER ST, DES PLAINES, IL 60016 ("Borrower"). 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 Twenty Four Thousand Nine Hundred Twenty Six and 45/100 Dollars (U.S. \$24,926.45). 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 May 1, 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 hereby does mortgage, grant, and convey to Lender and Lender's successors and assigns the following described property located in the County of COOK, Illinois;

SEE ATTACHED EXHIBIT "A"

Permanent Index Number: 09192020350000

which has the address of 659 E THACKER ST,

DES PLAINES,	Illinois	60016	("Property Address");
[City]	[Street]	[Zip Code]	

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 also shall be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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Loan No: 1448157147

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 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.

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Loan No: 1448157147

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 (but not prior to acceleration unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date 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, foreclosure by judicial proceeding, and sale of the Property. The notice further shall inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. 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 foreclose this Security Instrument by judicial proceeding. Lender to the extent permitted by Applicable Law shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 7, including without limitation 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 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.

8. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. 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 by Applicable Law.
9. **Waiver of Homestead.** In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

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Loan No: 1448157147

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Jose Espinoza 6/18/24 (Seal)
JOSE C ESPINOZA -Borrower

Sergio Espinoza 6/19/24 (Seal)
SERGIO ESPINOZA -Borrower

State of Illinois §

County of COOK §

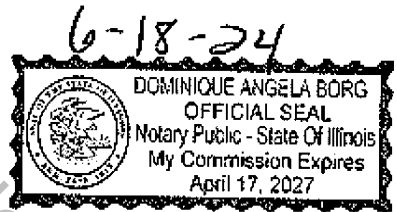
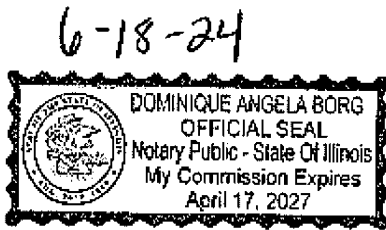
This instrument was acknowledged before me on June 18th, 2024 by JOSE C ESPINOZA and SERGIO ESPINOZA.

[Seal]

Dominique Angela Borg
Notary Public

Dominique Angela Borg
(Printed Name)

My commission expires: April 17th, 2027



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Loan No: 1448157147

LEGAL DESCRIPTION

See Attached Exhibit A

ORDER NO: 13WNW372207OK

FOR APN/PARCELS ID(S): 09-19-202-035.0000

THE WEST FOUR (4) FEET OF LOT NINE (9), ALL OF LOT TEN (10), ALL OF LOT ELEVEN (11), LOT TWELVE (12) (EXCEPT THE WEST NINETEEN (19) FEET THEREOF) IN BLOCK FOUR (4) IN DES PLAINES VILLAS, A RESUBDIVISION OF CERTAIN LOTS AND BLOCKS IN HOMERICAN VILLAS, SAID HOMERICAN VILLAS BEING A SUBDIVISION OF THE WEST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION TWENTY (20) (EXCEPT THE EASTERLY 503.0 FEET MEASURED AT RIGHT ANGLES TO THE LAST LINE THEREOF) ALSO THE EAST HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF SECTION NINETEEN (19), (EXCEPT THE WEST 173.0 FEET THEREOF) ALL IN TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN.