

Tax Parcel Identification Number: 03-
3120200

Prepared by:
AsurityDocs
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Dallas, TX 75201
214-220-6300

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: 1506061751
FHA Case Number: 446-5699971-703

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on July 29, 2024. The Mortgagor is DONOVAN GREENE-MCGEE, KENNETH MCFADDEN, DAPHNE C. MCGEE-GEATHERS AND BREF FUND I, LLC, whose address is 6044 WASHINGTON AVENUE, PHILADELPHIA, PA 19143 ("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 Sixty Seven Thousand Five Hundred Seventy and 55/100 Dollars (U.S. \$67,570.55). 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 August 1, 2064.

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 PHILADELPHIA, Pennsylvania;

SEE ATTACHED EXHIBIT "A"

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which has the address of 6044 WASHINGTON AVENUE,

[Street]
PHILADELPHIA, Pennsylvania 19143 ("Property Address");
[City] [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."

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.

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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 (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 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 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

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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, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy 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. **Waivers.** Borrower to the extent permitted by Applicable Law waives and releases any error or defects in proceedings to enforce this Security Instrument and waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.
10. **Reinstatement Period.** Borrower's time to reinstate shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.
11. **Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is loaned to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.
12. **Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

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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.

Kenneth MCFadden (Seal)
KENNETH MCFADDEN -Borrower

Donovan Greene (Seal)
DONOVAN GREENE-
MCGEE -Borrower

Daphne C. McGee-Geathers (Seal)
DAPHNE C. MCGEE-
GEATHERS -Borrower

Thomas Lopez (Seal)
BREF FUND I, LLC
BY: THOMAS LOPEZ-
PIERRE
MANAGING MEMBER

Commonwealth of Pennsylvania

§

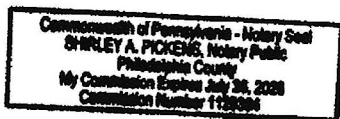
County of PHILADELPHIA

§

This record was acknowledged before me on August 13, 2024 by KENNETH MCFADDEN, DONOVAN GREENE-MCGEE, DAPHNE C. MCGEE-GEATHERS and BREF FUND I, LLC

BY: THOMAS LOPEZ-PIERRE
MANAGING MEMBER.

[Seal]



Shirley A. Pickens
Notary Public

Shirley A. Pickens
(Printed Name)

My commission expires: July 26, 2028

Title of Office: Notary

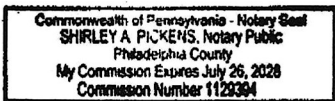
I certify that the precise residence and address of the within-named Lender is: Secretary of Housing and Urban Development, and whose address is 451 Seventh Street, SW, Washington, DC 20410.

Thomas Queen
Signature (Agent on behalf of Lender)

Thomas Queen
Vice President

PENNSYLVANIA PARTIAL CLAIM SECURITY INSTRUMENT
PAPCCOMBSI
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Shirley A. Pickens

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LEGAL DESCRIPTION

See Attached Exhibit A

ALL THAT CERTAIN LOT OR PIECE OF GROUND WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED.

SITUATE IN THE 3RD (FORMERLY PART OF THE 46TH) WARD OF THE CITY OF PHILADELPHIA, COUNTY OF PHILADELPHIA, AND STATE OF PENNSYLVANIA, DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF WASHINGTON AVENUE AT THE DISTANCE OF 425 FEET MEASURED WESTERLY FROM THE WESTERLY SIDE OF 60TH STREET.

CONTAINING IN FRONT OR BREADTH WESTWARDLY ALONG SAID SIDE OF WASHINGTON AVENUE 21 FEET 8 INCHES AND EXTENDING OF THAT WIDTH IN LENGTH OR DEPTH BETWEEN PARALLEL LINES AT RIGHT ANGLES TO SAID WASHINGTON AVENUE, 110 FEET.

BEING PARCEL NO. 03-3120200

BEING THE SAME PREMISES THAT DAPHNE C. MCGEE-GEATHERS AND KIMBERLEY J. MCGEE, BY DEED DATED MARCH 10, 2020 AND RECORDED MARCH 16, 2020 IN THE OFFICE OF THE RECORDER OF DEEDS OF PHILADELPHIA COUNTY, PA, IN DOCUMENT NO. 53646084, GRANTED AND CONVEYED UNTO KARO-LINE LLC, IN FEE.

BEING THE SAME PREMISES THAT KARA-LING LLC, BY DEED DATED DECEMBER 18, 2022 AND INTENDED TO BE RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF PHILADELPHIA COUNTY, STATE OF PENNSYLVANIA, GRANTED AND CONVEYED UNTO DAPHNE C. MCGEE GEATHERS, IN FEE.



THE FOREGOING IS
CERTIFIED AS A TRUE AND
CORRECT COPY OF THE
INSTRUMENT FILED IN THE
DEPARTMENT OF RECORDS

OCT 15 2025