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This document prepared by
& when recorded mail to:
Roberta Schur
City of Evanston
2100 Ridge Avenue
Room 3900
Evanston, Illinois 60201

CITY OF EVANSTON
HOME PROGRAM
JUNIOR MORTGAGE

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Name and Address of Borrower:

Rommel & Shiraine Taylor
124 Clyde Avenue, Unit 2
Evanston, Illinois 60202

\$ 53,050

This Mortgage is made this _____ 2000, by and between Rommel & Shiraine Taylor, as Borrower and the City of Evanston, a municipal corporation in the State of Illinois acting through its Community Development Department with mailing address at 2100 Ridge Avenue, Evanston, Illinois 60201, "Lender."

I. BACKGROUND AND GRANTING CLAUSE

Borrower is indebted to Lender in the principal sum of \$ 53,050 (the "Loan") which indebtedness is evidenced by Borrower's Promissory Note of \$ 53,050 (the "Note"), providing for the repayment of the Loan under certain conditions and providing for other conditions of the Loan. The loan is provided from the Lender to the Borrower under the HOME Investment Partnership Program and the regulations issued thereunder. Title II. The Cranston-Gonzalez National Affordable Housing Act, Public Law No. 101-625 104 Stat. 4079 (1990), 24 C.F.R. Part 92 ("the HOME Program") subject to the conditions and covenants set forth herein.

TO SECURE to Lender the repayment under the Note and the performance of the covenants and agreements of

11-30-210-014.

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Borrower contained in this Mortgage, Borrower does hereby mortgage, grant, and convey to Lender, the following described property located in the County of Cook, which has the address of 124 Clyde, Unit 2, (the "Property Address"), as more particularly described on Exhibit A attached hereto;

TOGETHER with all the buildings and improvements now or hereafter erected on such real property, and all fixtures, easements, rights, licenses, appurtenances and rents, all of which shall be deemed and remain a part of the property covered by this Mortgage; and all of the foregoing, together with all real property are hereinafter referred to 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 any other mortgages known to and consented to by Lender. Borrower warrants and covenants to defend at its own expense the title of the Property against all claims and demands, subject to encumbrances of record.

2. COVENANTS

Borrower covenants and agrees as follows:

1. **Payment of Principal and Interest**

Borrower shall promptly pay when due the principal evidenced by the Note and late charges as provided in the Note.

2. **Condition of Property**

Borrower shall maintain the property in habitable conditions. Any housing quality standards violations within the property shall be remedied within two months of notification. Lender shall have the right pursuant to paragraph 7 below, to inspect the Property from time to time to verify compliance by Borrower with the foregoing.

3. **Prior Mortgages; Charges; Liens**

Borrower shall perform all of Borrower's obligations under any Senior Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage and leasehold payments or ground rents, if any.

4. **Hazard Insurance**

Borrower shall keep improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included with the term "extended coverage," subject to the terms and conditions of the Senior Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approvals shall not be unreasonably withheld. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and to Lender. Lender may make proof of loss if not made promptly by Borrower.

If the property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notices is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, subject to the rights of the mortgage under the Senior Mortgage, Lender is authorized to collect and apply the insurance process at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

5. **Preservation and Maintenance of Property**

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Borrower shall keep the property in good repair and shall not commit waste of, or permit impairment or deterioration of the Property. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium, the by-laws and regulations of the condominium, and constituent domains.

6. **Protection of Lender's Security**

If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees and take such actions as are necessary to protect Lender's interest, and any expense so incurred by Lender shall be secured by this Mortgage.

7. **Inspection**

Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection.

8. **Condemnation**

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation are hereby assigned and shall be paid to Lender, subject to the terms and conditions of the Senior Mortgage.

9. **Borrower Not Released; Forbearance by Lender Not A Waiver**

Extension of the time for payment or modification of the conditions of the terms for payment of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor's refusal to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage 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 hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

10. **Successors and Assigns Bound; Joint and Several Liability; Co-signers**

The Borrower's interest under the Note and this Mortgage may not be transferred, assigned, or assumed without the prior written consent of Lender. The Covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of the Lender and Borrower. All covenants and agreements of Borrower shall be joint and several.

11. **Notice**

Except for any given notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering or mailing such notice by certified mail addressed to Borrower at the Property Address, and (b) any notice by Lender shall be given by hand-delivery or certified mail to Lender's address, below, or to such other address Lender may designate by notice to Borrower as provided herein. Mailed notice shall be deemed given on the third business day after mailing. Notice to Lender: City of Evanston, Director of Community Development, 2100 Ridge Avenue, Evanston IL 60201 with a copy to City of Evanston, Law Department, 2100 Ridge Avenue, Evanston, IL 60201.

12. **Governing Law; Severability**

This Mortgage shall be governed by the laws of the State of Illinois. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of the Mortgage or Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which shall be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

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13. **Breach; Remedies**

Subject to the terms and conditions of the Senior mortgage, upon Borrower's breach of any covenants or agreement of Borrower in the Note or this Mortgage, or the Loan Agreement or other Loan Documents, including the covenant to pay when due any sums secured by this Mortgage, Lender, prior to acceleration, shall give notice to Borrower specifying (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date of notice mailed to Borrower, by which such breach must be cured; and (4) this failure to ensure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of default or any other defense of Borrower to acceleration and foreclosure.

If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, attorneys' fees and costs of documentary evidence, abstracts and title reports and court costs.

14. **Request for Notice of Default and Foreclosure Under Superior and Inferior Mortgages or Deeds of Trust.**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth herein, of any default under the superior encumbrance and of any sale or other foreclosure action. Lender also agrees to give notice to superior lender or its designee or any default under the inferior encumbrance and of any sale or other foreclosure action.

15. **Borrower's Right to Reinstate**

Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, subject to the terms and conditions of the Senior Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgement enforcing this Mortgage if: (a) Borrower pays to Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any covenants or agreements of Borrower contained in the Note and this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 13 hereof, including, but not limited to, reasonable attorneys' fees and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, the Note, and this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

16. **Release**

Upon the expiration of the term of the Note or upon proper payment of all sums secured by this Mortgage, Lender shall release this Mortgage without cost to Borrower. Borrower shall pay all cost of recordation, if any.

17. **Rehabilitation Loan Agreement**

Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

18. **Transfer of the Property or a Legal or Beneficial Interest in Borrower**

If all or any part of the Property or any interest in it is sold or transferred (or if a legal or beneficial interest in Borrower is sold or transferred or modified without Lender's prior written consent or if Borrower ceases

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to exist or fails to remain in good standing, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

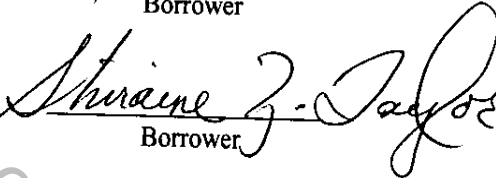
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

21. To abide by the Affordable Housing Restrictions as Referenced as Exhibit "B" Attached Hereto.

Witness our hands and seals this 19 Day of January, 2000.



Borrower

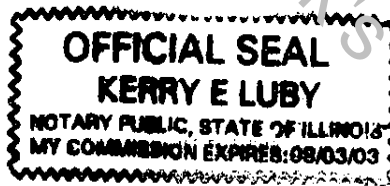


Borrower

County of Cook, ss., _____, 2000.

Then personally appeared the above named _____ and acknowledged the foregoing instrument to be his/her/their free act and deed before me.


Notary Public
My Commission Expires: _____



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EXHIBIT A - PROPERTY DESCRIPTION

UNIT 124-2 IN 124-132 CLYDE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 14 TO 17, BOTH INCLUSIVE, IN BLOCK 2 IN NILES HOWARD TERMINAL ADDITION BEING A SUBDIVISION OF THE SOUTH 6.25 CHAINS OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY IN THE CHICAGO & NORTHWESTERN RAIL ROAD IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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EXHIBIT B

HOME PROGRAM

AFFORDABLE HOUSING RESTRICTIONS

The terms of this Affordable Housing Restriction, authorized by G.L. c. 184-SS31-33 and otherwise by law, are as follows:

1. The purpose of this Affordable Housing Restriction is to assure that the Premises will be retained as affordable housing for occupancy by moderate-income families and households.
2. The Property shall be used as affordable condominium housing for a period of fifteen (15) years.
3. Each unit in the Condominium Project shall contain complete facilities for living, sleeping, cooking and sanitation which are to be used on other than a transient basis. Each unit in the Project shall meet the housing quality standards set forth in the regulations of the Department of Housing and Urban Development as 24 C.F.R Part 882.109 or any successor thereto and the City of Evanston HOME Rehabilitation Standards.
4. The Borrower shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin or any other basis prohibited by law in the sale, offering for and sale and occupancy of the Condominium.
5. The Borrower may not sell, transfer, exchange, pledge or encumber all or any portion of the Project without Lender's prior written consent.
6. The amount due to the Lender shall reduce by 1/15 each year for fifteen (15) years until the balance is zero (\$0.00). If the Borrower sells the property prior to January 2015 to a household with a household income no more than 80 percent of the area median income as designated by the Department of Housing & Urban Development (HUD), to be verified by the Lender, the balance due to the Lender will be transferred to the new purchaser. If the Borrower sells the property prior to January 2015 to a non-income eligible household (greater than 80 percent of the area median income) the Borrower shall repay the remaining balance of the \$53,050 to the Lender upon sale of the property.
7. Any use of the Premises or activity thereon which is inconsistent with the purpose of this Affordable Housing Restriction is expressly prohibited.
8. The rights hereby granted shall include the right of Lender to enforce this Affordable Housing Restriction by appropriate court proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to its condition prior to any such violation (it being agreed that the Lender will have no adequate remedy at law) and shall be in addition to, and not in limitation of, any other rights and remedies available to the Lender. Borrower covenants and agrees to reimburse Lender all reasonable costs and expenses (including with limitation Counsel fees) incurred in enforcing this Affordable Housing Restriction or in taking reasonable measures to cure any violation hereof, provided that a violation of this Affordable Housing Restriction is acknowledged by Borrower or determined by a court of competent jurisdiction to have occurred. By its acceptance of this Affordable Housing Restriction Lender does not undertake any liability or obligation relating to the condition of the Premises. If any provision of this Affordable Housing Restriction shall to any extent be held invalid, the remainder shall not be affected.
9. This Affordable Housing Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of the Lender, which consent shall not be unreasonably withheld or delayed.

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