



0010116636

This Mortgage was Prepared by and after recording mail to: Thomas A. Graham, Esq. Illinois Housing Development Authority 401 N. Michigan Avenue, Ste. 900 Chicago, Illinois 60611



Property Identification No.: 06-18-213-110  
Property Address: 266 Waverly Dr. Elgin, IL 60120

HTF-1265

**SECOND MORTGAGE AND REGULATORY AGREEMENT**

This **SECOND MORTGAGE AND REGULATORY AGREEMENT** (this "Mortgage") is made this 2nd day of February, 2001, by Michael Pisto, a single person never married, and Martin Conroy, divorced not since remarried ("Mortgagor"), to **COOK COUNTY HOUSING DEVELOPMENT CORPORATION**, an Illinois not-for-profit corporation ("Lender").

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**WHEREAS**, Mortgagor is indebted to Lender in the principal sum of FIFTY-SEVEN THOUSAND EIGHT AND 00/100 DOLLARS (\$57,008.00) (the "Loan"), which indebtedness is evidenced by Mortgagor's note of even date herewith (the "Note");

**TO SECURE** to Lender (a) the repayment of the indebtedness evidenced by the Note, the payment of all other sums advanced in accordance with this Mortgage to protect the security of this Mortgage, and the performance of the agreements of Mortgagor contained in this Mortgage; and (b) the repayment of any future advances made to Mortgagor by Lender pursuant to Paragraph 6 ("Future Advances"), Mortgagor **MORTGAGES** to Lender the real estate legally described on Exhibit A attached to and made a part of this Mortgage, and located in the County of Cook, State of Illinois (the "Real Estate");

**TOGETHER** with all the improvements now or hereafter erected on the Real Estate, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights and water stock, and all fixtures now or hereafter attached to the Real Estate, all of which, including replacements and additions to them, shall be deemed to be and remain a part of the Real Estate. The Real Estate and the foregoing property located on it are referred to in this Mortgage as the "Property".

Mortgagor and Lender agree as follows:

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## SECTION I

1. Payment of Principal. Mortgagor shall promptly pay when due the principal on amount of (i) the indebtedness evidenced by the Note, including any late charges as provided in the Note, and (ii) any Future Advances and accrued interest on them that are secured by this Mortgage.
2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and Paragraph 1 shall be applied by Lender first to any late charges due under the Note, second, to interest and principal on any Future Advances and third, to the principal due under the Note.
3. Charges; Liens. Mortgagor shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property that may attain a priority lien over this Mortgage by Mortgagor making payment, when due, directly to the payee thereof. Mortgagor shall promptly furnish to Lender all notices of amounts due under this Paragraph 3, and if Mortgagor makes payment directly, Mortgagor shall promptly furnish to Lender receipts evidencing such payments. Mortgagor shall promptly discharge any lien that has priority over this Mortgage, provided that Mortgagor shall not be required to discharge any such lien so long as Mortgagor agrees in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or in good faith contests such lien by, or defends enforcement of such lien in, legal proceedings that operate to prevent the enforcement of such lien, forfeiture of the Property or any part of it or the forfeiture of this Mortgage.
4. Hazard Insurance. Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured in a manner prescribed by the Senior Lender (as defined in Paragraph 16).

All insurance policies and renewals of them shall include a standard mortgagee clause in favor of and in form acceptable to Lender. Mortgagor shall promptly furnish to Lender all renewal notices of such insurance policies and all receipts of paid premiums. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss, if not made promptly by Mortgagor.

Subject to the rights of the Senior Lender, unless Lender and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of that part of the Property damaged, if such restoration or repair is economically feasible and the security of this Mortgage is not impaired by such restoration or repair. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired by such restoration or repair, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to the Mortgagor. If the Property is abandoned by the Mortgagor, or if Mortgagor fails to respond to Lender within thirty (30) days from the date notice is mailed by Lender to Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply

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the insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of payments referred to in Paragraph 1, or change the amount of such payments. If, under Paragraph 17, the Property is acquired by Lender, all right, title and interest of Mortgagor in and to any insurance policies, and in and to the proceeds of them resulting from damage to the Property prior to the sale or acquisition, shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. Preservation and Maintenance of Property. Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.
6. Protection of Lender's Security. If Mortgagor fails to perform the agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, building code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender, at Lender's option and subject to the rights of the Senior Lenders, upon notice to Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this Paragraph 6, with interest on them, shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Mortgagor requesting payment of them, and shall bear interest from the date of disbursement at the rate of five percent (5%) per year in excess of the interest rate of the Note, unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this Paragraph 6 shall require Lender to incur any expense or take any action under 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 Mortgagor notice prior to any such inspection.
8. Condemnation. Subject to the rights of the Senior Lender, 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 of it, or for conveyance in place of condemnation, are assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Mortgagor. In the event of a partial taking of the Property, unless Mortgagor and Lender otherwise agree in writing,

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there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Mortgagor.

If the Property is abandoned by Mortgagor, or if, after notice by Lender to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Lender within thirty (30) days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

9. Mortgagor Not Released. Extension of the time for payment of the sums secured by this Mortgage granted by Lender to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor or Mortgagor's successors in interest.
10. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy under this Mortgage, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.
11. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.
12. Successors and Assigns Bound; Joint and Several Liability; Captions. The agreements contained in this Mortgage shall bind, and the rights under it shall inure to, the respective successors and assigns of Lender and Mortgagor, subject to the provisions of Paragraph 17. If more than one party is executing this Mortgage, then all such parties executing this Mortgage agree to be jointly and severally bound by it. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions of this Mortgage.
13. Notice. Any notice, demand, request or other communication that any party may desire or may be required to give to any other party under this Mortgage shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

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Mortgagor: Michael Pisto  
632 W. Potter Street  
Wooddale, IL 60101

Martin Conroy  
336 Carol Lane  
DesPlaines, IL 60018

Lender: Illinois Housing Development Authority  
401 North Michigan Avenue, Suite 900  
Chicago, Illinois 60611  
Attention: Legal Department

Such addresses may be changed by notice to the other party given in the same manner as provided in this Mortgage. Any notice, demand, request or other communication sent pursuant to subsection (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subsection (b) shall be served and effective one (1) business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection (c) shall be served and effective three (3) days after proper deposit with the United States Postal Service.

14. Mortgagor's Copy. Mortgagor shall be furnished with a conformed copy of the Note and of this Mortgage at the time of execution or after its recordation.
15. Transfer of the Property. If all or any part of the Property, or an interest in it, is sold or transferred by Mortgagor without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances or a transfer by operation of law upon the death of a joint tenant, all sums secured by this Mortgage shall be immediately due and payable.
16. Subordination. This Mortgage shall be subject and subordinate in all respects to that certain mortgage dated as of February 2, 2001 between Mortgagor and LaSalle National Bank (the "Senior Lender"), recorded as Document No. \_\_\_\_\_ with the Recorder of Deeds of Cook County on \_\_\_\_\_, 2001 (the "Senior Mortgage"), securing a loan in the original principal amount of \$54,772.00;
17. Acceleration; Remedies. Upon Mortgagor's breach of any of its agreements in this Mortgage, and/or a default, declared by the Senior Lender, continuing beyond all cure periods and permitting foreclosure under the Senior Mortgage, Lender, prior to acceleration of the sums secured under this Mortgage, shall mail notice to Mortgagor as provided in Paragraph 13 specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty (30) days from the date the notice is mailed to Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach

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on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, or foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Mortgagor of its 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 Mortgagor to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at its 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, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

18. Mortgagor's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Mortgagor shall have the right to have any proceedings implemented by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Mortgagor pays Lender all sums that would then be due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Mortgagor cures all breaches of any other agreements of Mortgagor contained in this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Lender in enforcing the agreements of Mortgagor contained in this Mortgage and in enforcing Lender's remedies as provided in Paragraph 17, including, but not limited to, reasonable attorneys' fees; and (d) Mortgagor takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured by it shall remain in full force and effect as if no acceleration had occurred.
19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security under this Mortgage, Mortgagor assigns to Lender the rents of the Property, provided that Mortgagor shall, prior to acceleration under Paragraph 17 or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 17 or abandonment of the Property, and at any time prior to the expiration of any period of redemption following a judicial sale, subject to the rights of the Senior Lender, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

20. Assumption. This Mortgage may not be assumed.

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21. Total Indebtedness. At no time shall the principal amount of the indebtedness secured by this Mortgage, excluding sums advanced to protect the security of this Mortgage, exceed the original amount of the Note.
22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordation, if any.
23. Waiver of Homestead. Mortgagor waives all right of homestead exemption in the Property to the extent permitted by law.
24. Waiver of Statutory Rights. Notwithstanding anything to the contrary contained in this Mortgage, to the extent permitted by law, Mortgagor (i) shall not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but waives the benefit of such laws; and (ii) expressly waives any and all rights of redemption under any order or decree of foreclosure of this Mortgage on behalf of Mortgagor, except decrees of judgment creditors of Mortgagor acquiring any interest in or title to the Property subsequent to the date of this Mortgage.
25. Illinois Mortgage Foreclosure Law. If any provision in this Mortgage is inconsistent with any provision of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 et seq. as amended from time to time (the "Foreclosure Act"), the provisions of the Foreclosure Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Foreclosure Act.

If any provision of this Mortgage grants to Lender any rights or remedies upon default of the Mortgagor that are more limited than the rights that would otherwise be vested in Lender under the Foreclosure Act in the absence of that provision, Lender shall be vested with the rights granted in the Foreclosure Act to the fullest extent permitted by law.

26. Recourse Loan. Notwithstanding anything in this Mortgage to the contrary, the Loan is a recourse obligation of Mortgagor and is fully chargeable to and recoverable from Mortgagor. Mortgagor shall have personal liability for repayment of the Loan or any other amounts evidenced or secured by the Mortgage and / or Note.

## SECTION II

1. Act and Rules. Mortgagor agrees that at all times its acts regarding the Property shall be in conformance with the applicable provisions of the Illinois Affordable Housing Act, 310 ILCS 65/1, et seq. as amended from time to time ("the Trust Fund Act"), the rules promulgated under the Trust Fund Act (the "Trust Fund Rules"), the Illinois Housing Development Act, 20 ILCS 3805/1 et seq., as amended from time to time ("the Act") and the rules, regulations, policies and procedures of the Illinois Housing Development

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Authority (the "Authority") promulgated under the Act, all as they may be amended and supplemented from time to time.

2. Representations and Agreements. Mortgagor further represents and agrees that:
  - a. All of the units shall be occupied by tenants whose income, at the time of initial occupancy, does not exceed the income limits for very low income tenants. As used in this Agreement, the phrase "Very Low Income Tenant" means a single person, family or unrelated persons living together whose adjusted income is less than or equal to fifty percent (50%) of the median income of the metropolitan statistical area of Chicago, adjusted for family size, as such adjusted income and median income for the area are determined from time to time by the United States Department of Housing and Urban Development for purposes of Section 8 of the United States Housing Act of 1937.
  - b. On a form (attached hereto as Exhibit B) approved by the Authority, Mortgagor shall obtain from each prospective Very Low Income Tenant prior to his or her admission to the Property, a certification of income (the "Certification") from all such tenants. Mortgagor shall submit such Certifications to the Authority in the manner prescribed by the Authority. Mortgagor shall maintain written evidence substantiating the information given on the Certification.
  - c. Mortgagor shall comply with the rent limitations contained in Section 360.904(c) of the Rules; Mortgagor shall annually submit a schedule of rents for the Property for the Authority's approval, and shall not change the rent schedule for the Property without the Authority's approval.
  - d. Mortgagor shall not evict any Tenant from the Property without good cause.
  - e. Mortgagor shall not initially rent the Property for a period other than one (1) year, and after such initial one (1) year period, rent the Property for less than six (6) months or more than one (1) year.
  - f. Mortgagor shall not require, as a condition of the occupancy or leasing of any Unit in the Property, any consideration or deposit other than the prepayment of the first month's rent plus a security deposit in an amount not to exceed one (1) month's rent to guarantee the performance by the Tenant of the covenants of the lease. Any funds collected by Mortgagor as security deposits shall be kept separate and apart from all other funds of the Property.
  - g. Mortgagor shall maintain the Property and the grounds and equipment appurtenant to it in a decent, safe and sanitary condition, and in a rentable and tenantable state of repair, and in compliance with all applicable federal, state and local statutes, regulations, ordinances, standards and codes.
3. Non-Discrimination in Housing.

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- a. Mortgagor shall not, in the selection of tenants, in the provision of services, or in any other manner unlawfully discriminate against any person on the grounds of race, color, creed, religion, sex, age, unfavorable military discharge, ancestry, handicap, national origin, marital status, familial status or because the prospective Tenant is receiving governmental rental assistance.
- b. Mortgagor shall comply with all of the provisions of Paragraph 3805/13 of the Act, Paragraph 65/10(a) of the Trust Fund Act and all other provisions of federal, state and local law relating to non-discrimination.
4. Violation of Agreement by Mortgagor. Upon violation of any of the provisions of this mortgage by Mortgagor, the Lender or its assigns may give notice of such violation to Mortgagor. If such violation is not corrected to the satisfaction of the Lender or its assigns within thirty (30) days after such notice, or within such further time as the Lender or its assigns in its sole discretion permits, the Lender or its assigns may declare a default under this Agreement, effective on the date of notice of such declaration of default to Mortgagor, and upon such default, and so long as such default is continuing, the Lender or its assigns may do the following:
- a. Declare the whole of the indebtedness under the Note immediately due and payable and then proceed to exercise the rights and remedies set forth in this Mortgage;
- b. Subject to the rights of Senior Lender, take possession of the Property, bring any action necessary to enforce any rights of Mortgagor growing out of the operation of the Property and operate the Property in accordance with the terms of this Agreement until such time as the Lender or its assigns, in its sole discretion, determines that Mortgagor is again in a position to operate the Property in accordance with the terms of this Agreement and in compliance with the requirements of the Note;
- c. Subject to the rights of the Senior Lender, collect all rents and charges in connection with the operation of the Property and use such collections to pay Mortgagor's obligations under this Agreement, the Note, or any other loan document and such other obligations of Mortgagor in connection with the Property and the necessary expenses of preserving and operating it;
- d. Apply to any court, state or federal, for specific performance of this Agreement, for an injunction against any violation of this Agreement, for the appointment of a receiver to take over and operate the Property in accordance with the terms of this Agreement, or for such other relief as may be appropriate. Because the injury to the Lender or its assigns arising from a default under any of the terms of this Agreement would be irreparable and the amount of damages would be difficult to ascertain, Mortgagor acknowledges and agrees that the Lender's or its assign's remedies at law, in the event of a violation of this Agreement, would be inadequate to assure the Authority's public purpose under the Trust Fund Act; or

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e. Exercise such other rights or remedies as may be available to the Lender or its assigns under this Agreement, at law or in equity.

The Lender's or its assign's remedies are cumulative and the exercise of one shall not be deemed an election of remedies, nor foreclose the exercise of the Lender's or its assign's other remedies. No waiver by the Lender or its assigns of any breach of this Agreement shall be deemed to be a waiver of any other or subsequent breach. The failure or delay of the Lender or its assigns in exercising any of its rights under this Agreement in any one or more instances, or the exercise of less than all of its rights in any one or more instances, shall not be deemed or construed as a waiver of any such rights.

5. Term of Agreement; Covenants Run with Property. The covenants and agreements set forth in this Agreement shall encumber the Property and be binding on any New Mortgagor and any other future owners of the Property and the holder of any legal, equitable or beneficial interest in it for so long as the Note is outstanding and in effect. However, if the date of the cancellation of the Note (the "Cancellation Date") is prior to the date that the Note was originally scheduled to mature (the "Maturity Date"), the covenants and agreements set forth in Section II hereof (collectively, the "Continuing Obligations") shall remain in effect for the period of time commencing on the Cancellation Date and ending on the Maturity Date, irrespective of whether the Loan is prepaid voluntarily by Mortgagor or tendered by any party following an acceleration by the Lender or its assigns of the Note or enforcement by the Lender or its assigns of its remedies in connection with the Loan.

Mortgagor expressly acknowledges that its undertakings and agreements stated in this Agreement are given to induce the Lender or its assigns to make the Loan and that, even if the Loan has been repaid prior to the Maturity Date, the Mortgagor's undertaking to perform the Continuing Obligations for the period set forth in the previous paragraph is a condition precedent to the willingness of the Lender to make the Loan.

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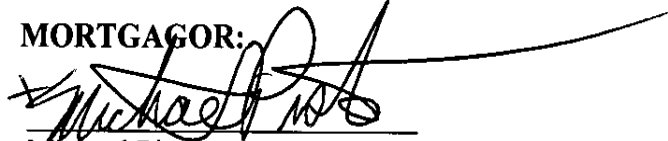
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6. Indemnification of the Lender and Its Assigns. Mortgagor shall indemnify and hold the Lender and its assigns harmless from and against any and all claims, actions, damages, costs, liabilities and expenses, including without limitation attorneys' fees, incurred by the Lender and its assigns in connection with the Real Estate or the Property or occasioned wholly or in part by any act or omission of Mortgagor, its officers, directors, agents or employees. If the Lender and its assigns shall, without fault on its part, be made a party to any litigation commenced by or against Mortgagor, then Mortgagor shall protect and hold the Lender and its assigns harmless and shall pay all costs, expenses and attorneys' fees incurred or paid by the Lender and its assigns in connection with such litigation.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage.

MORTGAGOR:

  
Michael Pisto

  
Martin Conroy

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STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF ~~COOK~~ *McHenry*    )

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Michael Pisto and Martin Conroy, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 2<sup>nd</sup> day of February, 2001.



*Margaret A. Salemi*  
Notary Public

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Exhibit A

## Legal Description

LOT 8 AND THE NORTHWESTERLY 1.0 FOOT OF LOT 9, EXCEPTING FROM THE AFOREDESCRIBED PROPERTY THAT PART DEDICATED FOR A PUBLIC STREET BY DOCUMENT NUMBER 23710266. ALL BEING SITUATED IN PARKWOOD VILLAGE UNIT NUMBER 1. BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF ELGIN, ACCORDING TO THE PLAT OF SAID PARKWOOD VILLAGE UNIT NUMBER 1 RECORDED OCTOBER 2, 1974 AS DOCUMENT NUMBER 22865812, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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Exhibit B

## Illinois Affordable Housing Trust Fund Certification of Income

This form is to be submitted to the Illinois Housing Development Authority's Trust Fund Department

Re: Cook County Housing Development Corporation- Affordable Housing Rental Program

Owner:

\_\_\_\_\_

Address of Property \_\_\_\_\_

City: \_\_\_\_\_ County: Cook

The undersigned hereby certifies that:

1. This Certification of Income is being delivered in connection with the undersigned's application for funds from the Illinois Affordable Housing Trust Fund, in connection with the above referenced program.
2. The following individuals will occupy the unit:

|    | <u>Occupant</u> | <u>Relationship</u> | <u>Age</u> |
|----|-----------------|---------------------|------------|
| a. | _____           | Head of Household   | _____      |
| b. | _____           | _____               | _____      |
| c. | _____           | _____               | _____      |
| d. | _____           | _____               | _____      |
| e. | _____           | _____               | _____      |
| f. | _____           | _____               | _____      |

3. The total annual household income as of the date of application by Owner to Program Administrator is as follows:

\$ \_\_\_\_\_

I certify that the information above is true and complete to the best of my knowledge on the date hereof. I agree to update this information on any change in tenancy.

\_\_\_\_\_  
Applicant Date

\_\_\_\_\_  
Program Administrator Date