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Doc#: 0411140068  
Eugene "Gene" Moore Fee: \$42.00  
Cook County Recorder of Deeds  
Date: 04/20/2004 09:23 AM Pg: 1 of 10

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CITY OF EVANSTON

HOME PROGRAM

JUNIOR MORTGAGE

Name and Address of Borrower:

Econ Development Corporation  
9035 Kedvale Avenue  
Skokie, Illinois 60076  
847-675-9300

Real Estate Index R1112869

\$292,500.00

Date: April 5, 2004

This Junior Mortgage is made by and between Econ Development Corporation 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 \$292,500.00 (the "Loan") which indebtedness is evidenced by Borrower's Promissory Note of \$292,500.00 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 and 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 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 address of 1834 Darrow, Evanston, IL (the "Property Address"), as more particularly described on Exhibit A attached hereto;

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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 construction mortgage. 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 interest evidenced by the Note and late charges as provided in the Note.
2. **Condition of Property**  
Borrower shall, within fourteen months after the date hereof and prior to occupancy of the constructed building, abate or cause to be abated any and all health and safety defects and lead-based paint hazards, as applicable, at the Property. Borrower shall also remedy or cause to be remedied any violation of the housing quality standards set forth in the regulations of the United States Department of Housing and Urban Development at 24 CFR §882.109 or any successor regulations and the City of Evanston Rehabilitation Standards. 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 mortgage lien prior to this mortgage (the "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, or other 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 notice 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 proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

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5. **Preservation and Maintenance of Property**  
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 for its 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 and its interest in the Property 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 its business address as referenced above or to such other address as Borrower may designate to Lender, and (b) any notice to 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**

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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.

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 by which such breach must be cured; and (4) that failure to cure 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. In the event of a monetary breach, the Borrower shall have at least 10 business days after the date on which the notice is mailed or delivered to the Borrower to cure such breach. In the event of a non-monetary breach, the Borrower shall have at least 30 business days after the date on which the notice is mailed or delivered to the Borrower to cure such breach. 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 a 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 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,

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Lender shall release this Mortgage without cost to Borrower. Borrower shall pay all cost of recordation, if any.

17. **Funds for Taxes and Insurance**

Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender, unless otherwise paid to lender under the Senior Mortgage, on the day monthly payments of principal and interests are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium assessments) and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payment of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates, exceed the amount of taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower in monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessment, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage and compliance with all terms of this mortgage applicable to Borrower, Lender shall promptly refund to Borrower any Funds held by Lender. If the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

18. **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.

19. **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 to exist or fails to remain in good standing as a legal entity with the State of Illinois 60 days after notice thereof, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage.



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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.

20. **Subordination of Mortgage**

The rights of the City of Evanston under this Mortgage shall be and are subject and subordinate at all times to the lien of the construction mortgage from the Borrower to First Bank and Trust of Evanston, its successors and/or assigns now or hereafter in force against the real estate, and to all advances made or hereafter to be made upon the security thereof, and the City of Evanston shall execute such further instruments subordinating this Mortgage to the lien or liens of any such construction mortgage or mortgages as shall be requested by the Borrower necessary for the completion of the single family homes to be constructed at 1814 Darrow.

21. **To abide by the Affordable Housing Restrictions attached hereto as Exhibit B.**

22. **Non-Recourse Loan.** Notwithstanding anything in this Mortgage to the contrary, the Loan is a non-recourse obligation of the Borrower. Except for losses, costs or damages incurred by Lender for fraud or breach of the Environmental Indemnity, neither Mortgagor nor any of its officers shall have any personal liability for repayment of the Loan or any other amounts evidenced or secured by the Loan Documents. The sole recourse of Mortgagee under the Loan Documents for repayment of the Loan shall be the exercise of its rights against the Property (as improved) and the related security interests.

BORROWER:

LENDER:

By: Cornelius J. Davidson  
Its President

CITY OF EVANSTON  
a municipal corporation  
By: [Signature]  
Its Common City/Devt. Director

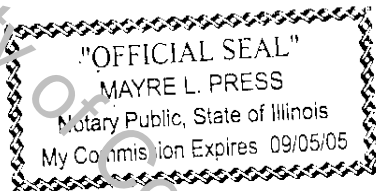
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Its \_\_\_\_\_

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STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, Mayre Press, a notary public in and for said County and State aforesaid, DO HEREBY CERTIFY that James Wolinski personally known to me to be the Director of Community Development, and 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 severally 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 5th day of April, 2004.

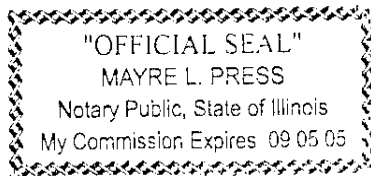


Mayre L Press  
Notary Public

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, Mayre Press, a notary public in and for said County and State aforesaid, DO HEREBY CERTIFY that Cornelius Davidson personally known to me to be the principals of Econ Development Corporation, the owner of 1834 Lyons, and 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 severally 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 5th day of April, 2004.



Mayre L Press  
Notary Public

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## EXHIBIT A - PROPERTY DESCRIPTION

LOT 8 IN BLOCK 2 IN MERRILL LADD'S SECOND ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE WEST ½ OF SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1834 Darrow, Evanston, Illinois 60201

P.I.N. 10-13-214-025-0000

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EXHIBIT B  
TO  
MORTGAGE

**HOME Program**  
**AFFORDABLE HOUSING RESTRICTIONS**

Econ Development Corporation agrees to grant the City of Evanston an affordable housing restriction for the following described property:

LOT 8 IN BLOCK 2 IN MERRILL LADD'S SECOND ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE WEST ½ OF SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

commonly known as: 1834 Darrow, Evanston, IL

P.I.N. 10-13-214-025-0000

RECITALS

Econ Development Corporation has been approved for a construction loan of \$292,500 from the Federal HOME Program for three single family attached townhouses to be built at 1834 Darrow. Each shall be used as an owner-occupied residence by an income-eligible homeowner for a period of twenty (20) years following the completion of construction and occupancy of the duplex. Interest on the construction loan will be paid to the City upon sale of the three attached single family homes which will be subject to a Deed Restriction requiring that any subsequent resale in a 20 year period be to a household with income under 80% of area median income, at an affordable price to be determined by the use of an appropriate index.

AGREEMENTS

The terms of this Affordable Housing Restriction 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 an income-eligible household, defined as having an annual household income of 80% or less of Area Median Income based on household size as determined annually by the U.S. Department of Housing and Urban Development (HUD).
2. Econ Development Corporation hereby grants the City of Evanston a twenty (20) year affordable housing restriction valued at \$292,500, and will only sell the premises to a buyer who

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meets the requirements in Section 1.

3. The Affordable Housing Restriction will be recorded with the Cook County Recorder of Deeds and a new restriction will be executed by each income eligible buyer and recorded upon purchase of the property. The new owners will be required to meet the affordable resale requirements for the remainder of the 20 year period.

4. If the income eligible purchaser sells the property during the twenty year restriction period, he and or she must sell to an income eligible buyer (whose annual household income is 80% or less of Area Median Income adjusted for household size) willing to accept the affordable housing restriction terms and obligations. In order to ensure that the resale price is affordable, the Deed Restriction will describe the Resale Formula to be used.

5. Any use of the Premises or activity thereon which is inconsistent with the purpose of this Affordable Housing Restriction is expressly prohibited.

6. The rights hereby granted shall include the right of the City 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 and shall be in addition to, and not in limitation of, any other rights and remedies available to the City. Borrower covenants and agrees to reimburse the City 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 the City 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.

7. 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 City, which consent shall not be unreasonably withheld or delayed.

ECON DEVELOPMENT CORPORATION:

By: *Cornelius Davidson*

ATTEST: *Donna Spicuzza*

CITY OF EVANSTON  
a municipal corporation

By: *[Signature]*

ATTEST: *Donna Spicuzza*