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This document prepared by  
and when recorded mail to:  
Donna Spicuzza  
City of Evanston, Planning Div.  
2100 Ridge, Room 3900  
Evanston, Illinois 60201-2798



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Eugene "Gene" Moore Fee: \$34.00  
Cook County Recorder of Deeds  
Date: 04/14/2005 01:33 PM Pg: 1 of 6

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2013

## CITY OF EVANSTON

### HOME PROGRAM

### JUNIOR MORTGAGE

Name and Address of Borrower:  
Todd and Tonya Patterson  
1836 Darrow, (Unit B)  
Evanston, Illinois 60201

\$97,500.00

Date: April 8, 2005

This Junior Mortgage is made by Todd and Tonya Patterson, together as Borrowers, for the benefit of 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 97,500.00 (the "Loan") which indebtedness is evidenced by Borrower's Promissory Note of \$97,500.00 (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 through the Owner, Econ Development Corporation, 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

17. **Funds for Taxes and Insurance**

Borrower shall ensure that yearly taxes and assessments (including condominium assessments) and ground rents on the Property, if any, plus yearly premium installments for hazard insurance,

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described property located in the County of Cook, which has the address of 1836 Darrow, (AKA 1834 Darrow, Unit B) Evanston, IL (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 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 principal and interest evidenced by the Note and late charges as provided in the Note.

### 2. **Condition of Property**

Borrower shall maintain the property in habitable conditions.

### 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.

### 5. **Preservation and Maintenance of Property**

Borrower shall keep the property in good repair and shall not commit waste of, or permit impairment or

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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**

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

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

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are paid.

**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 in violation of the Declaration (defined below) (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 during the Affordability Period (as defined in the Declaration). 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.

**19. 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 mortgages from the Borrower to Harris Bank and Trust, and the Illinois Housing Development Authority, 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 mortgage or mortgages as shall be requested by the Borrower subject to Section 11 of the Declaration of Covenants Regarding Transfer, recorded APRIL 8, 2005 as Document Number 0509850159 (the "Declaration").

BORROWER:

By: [Signature]  
Todd Patterson

By: [Signature]  
Tonya Patterson

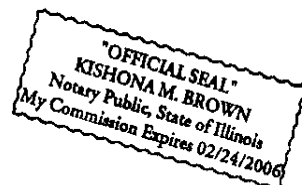
STATE OF ILLINOIS)

COUNTY OF COOK )

I, [Signature], a notary public in and for said County and State aforesaid, DO HEREBY CERTIFY that Todd Patterson & Tonya Patterson 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 8<sup>th</sup> day of April, 2005.

[Signature]  
Notary Public



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## EXHIBIT A - PROPERTY DESCRIPTION

That part of Lot 8 in Block 2 in Merrill Ladd's Second Addition to Evanston, a subdivision of the west half of the Southwest Quarter of the Northeast Quarter of Section 13, Township 41 North, Range 13 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of said Lot 8; thence West along the North line of said Lot 8, South 87 Degrees 18 Minutes 30 Seconds West, 61.05 feet to the point of beginning; thence South 02 Degrees 41 Minutes 30 Seconds East, 42.85 feet to the South line of said Lot 8; thence West along the South line of said Lot 8, South 87 Degrees 18 Minutes 30 Seconds West, 31.08 feet; thence North along the centerline of a party wall, North 02 Degrees 41 Minutes 30 Seconds West, 42.85 feet to the North line of said Lot 8; thence East along the North line of said Lot 8, North 87 Degrees 18 Minutes 30 Seconds East, 31.08 feet to the point of beginning, in Cook County, Illinois.

Permanent Index Number: 10-13-214-025-0000

Known as 1836 Darrow Avenue, Evanston, Illinois 60201  
AKA 1834 Darrow, Unit B, Evanston, Illinois 60201