



Doc#: 0529247079 Fee: \$28.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 10/19/2005 11:21 AM Pg: 1 of 3

JUNIOR MORTGAGE

HOME PROGRAM - SINGLE FAMILY RESIDENTIAL REHABILITATION PROGRAM

Project Number: Home Funds

THIS MORTGAGE ("Security Instrument") is given on September 23, 2005. The mortgagor is Eugene & Catherine Kimmons, whose address is 13817 Tracy Riverdale, IL ("Borrower"). This Security Instrument is given to Regional Redevelopment Corporation, an Illinois nonprofit organization, whose address is 15652 S. Honan Ave. Markham, Illinois 60426 ("Subrecipient" and "Lender").

Borrower owes Lender the initial principal sum of **FIFTEEN THOUSAND TWO HUNDRED & TWENTY FIVE and 0 /100 U.S. Dollars (\$15,225.00)** and for any additional principal loan amount advanced under the Homeowner Loan Agreement ("Loan Agreement") bearing the same date as this Security Instrument, not to exceed Five Thousand Dollars (\$5,000.00), for a maximum principal sum of **FIFTEEN THOUSAND TWO HUNDRED & TWENTY FIVE and 0 /100 U.S. Dollars (\$15,225.00)**. This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides that the full debt, if not paid earlier, is due and payable immediately upon the "alienation" of the Property mortgaged by this Security Instrument, or of a beneficial interest in a land trust in which the Property is held. The terms "alienated" and "alienation" shall include, but are not limited to sale, transfer, lease, or when Borrower stops using the Property as Borrower's primary residence.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note and the Loan Agreement, with all renewals, extensions and modifications of the Note and the Loan Agreement; (b) the payment of all other sums advanced to protect the security of this Security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instrument, the Note and the Loan Agreement; and (d) Borrower's compliance with the provisions of the HOME Investment Partnerships Program, 24 CFR, Part 92, as amended, ("HOME Program") the requirements of the Cook County HOME Program, the Subrecipient's guidelines, and all laws, ordinances, rules, regulations, Office of Management and Budget circulars and executive orders applicable to the HOME Program. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

UNOFFICIAL COPY

RETURN TO BOX 183

Legal Description:

See Attachment exhibit A

Common Address: **13817 Tracy Riverdale, IL 60827**

Permanent Index Number(s): **29-04-102-014-0000**

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, claims or demands with respect to insurance, any and all awards made for the taking by eminent domain, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. There is a prior mortgage from Borrower to **CITI Mortgage** an Illinois Banking Corporation, dated **July 23, 1998** and recorded as document number **99178090** and this Security Instrument may not be subordinate or subordinated to any other liens.

COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal; Interest. Borrower shall promptly pay when due the principal on the debt evidenced by the Note and the Loan Agreement. No interest will be charged.

2. Application of Payments. All payments received by Lender shall be applied first to other charges, and then to principal.

3. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property, and leasehold payments or ground rents, if any. Borrower shall make these payments directly, and upon Lender's request, promptly furnish to Lender receipts evidencing the payments.

Borrower shall pay, or cause to be paid, when due and payable all taxes, assessments, water charges, sewer charges, license fees and other charges against or in connection with the Property and shall, upon request, promptly furnish to Lender duplicate receipts. Borrower may, in good faith and with due diligence, contest the validity or amount of any such taxes or assessments, provided that (a) Borrower shall notify Lender in writing of the intention of Borrower to contest the same before any tax or assessment has been increased by any interest, penalties or costs, (b) Borrower shall first make all contested payments, under protest if Borrower desires, unless such contest shall suspend the collection thereof, (c) neither the Property nor any part

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Witness:

SSN:

(Seal)
-Borrower

SSN:

STATE OF ILLINOIS, Cook County SS:

I, LAWANDA BARTON, a Notary Public in and for said county and state, do hereby certify that CATHERINE & EUGENE KIMMONS, personally known to me to be the same person(s) whose name(s) is (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, including the release and waiver of all right of homestead.

Given under my hand and official seal, this 23rd day of September, 2005.

My Commission expires:

8-4-08

LAWANDA BARTON
Notary Public

This Document Prepared By:



Subrecip\jrmort2.