

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program



Doc#: 1023626006 Fee: \$60.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/24/2010 08:46 AM Pg: 1 of 13

### Certificate of Exemption

Report Mortgage Fraud  
800-532-8785

177C 64633K

Property of Cook County Clerk's Office

The property identified as: PIN: 10-13-220-022-0000

BOX 15

**Address:**

**Street:** 1726 DARROW AVENUE

**Street line 2:**

**City:** EVANSTON

**State:** IL

**ZIP Code:** 60201

**Lender:** CITY OF EVANSTON

**Borrower:** BrinNSP, LLC

**FEDERAL NATIONAL TITLE**

**Loan / Mortgage Amount:** \$54,145.67

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is not owner-occupied.

S Y  
P 13  
S K  
SC 4  
INT MS

**Certificate number:** 5DC82003-F72E-400E-92CE-181F189B58F9

**Execution date:** 08/11/2010

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This document prepared by  
And when recorded mail to:

Jolene Saul  
City of Evanston, Planning Div.  
2100 Ridge Avenue  
Evanston, Illinois 60201-2798

## MORTGAGE

Name, Address and Telephone of Borrower:

BrinNSP, LLC  
666 Dundee Road, Suite 1102  
Northbrook, Illinois 60062  
847.562.9400

**\$54,145.67**

Date: August 11, 2010

This Mortgage (this "Mortgage") is made by and between BrinNSP, LLC as "Borrower", and the City of Evanston, a municipal corporation in the State of Illinois acting through its Community & Economic 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 \$54,145.67 which indebtedness is evidenced by Borrower's Mortgage Note of \$54,145.67 of even date herewith (the "Mortgage 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 pursuant to that certain Acquisition Loan Agreement by and between Lender and Borrower of even date herewith (the "Loan Agreement"), through Neighborhood Stabilization Program 2 ("NSP2") and the regulations issued under Title XII of Division A of the American Recovery and Reinvestment Act of 2009 ("NSP2") and in accordance with the Notice of Funding Availability for the Neighborhood Stabilization Program 2 under the American Recovery and Reinvestment Act of 2009 (Notice FR-5321-N-01), subject to the conditions and covenants set forth herein.

TO SECURE to Lender the repayment under the Mortgage Note and the performance of the covenants and agreements of Borrower contained in this Mortgage, Borrower does hereby

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mortgage, grant, and convey to Lender, the following described property located in the County of Cook, which has address of 1726 Darrow Avenue, Evanston, Illinois 60201 (the "real property"). The Permanent Index Number of the property is 10-13-220-022-0000 and the real property is legally described Schedule 1, 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. Borrower warrants and covenants to defend at their 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 Mortgage Note and late charges as provided in the Mortgage Note.
2. **Condition of Property**  
Borrower shall redevelop the Property in accordance with the Loan Agreement. 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. **Other Mortgages; Charges; Liens**  
This Mortgage shall not be subject and subordinate to any subsequent mortgage executed by Borrower (the "Senior Mortgage") unless the Lender gives its written consent, which shall not be unreasonable withheld, to such subordination. 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, or other hazards included with the term "extended coverage," subject to the terms and conditions of the Senior Mortgage.

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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 fail 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 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 documents.

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

If the 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 not less than sixty (60) days prior written 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**

Subject to the legal rights of tenants, 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 up to the amount

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that is equal to the outstanding principal balance of the Mortgage Note, 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 Mortgage Note and this Mortgage and its interest in the Property may not be transferred, assigned, or assumed without the prior written consent of Lender. Notwithstanding the foregoing, the Borrower may transfer its interest in the Subject Property to another affiliated entity with notice to but without the consent of the Lender. For the purpose of this Mortgage, an "affiliated entity" is a person or business entity, corporate or otherwise, that directly or indirectly through one or more intermediaries, controls or is controlled by or is under control with Borrower. The word "control" means the right and power, direct or indirect, to direct or cause the direction of the management and policies of a business entity, corporation or otherwise. 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 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 Mortgage Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Mortgage Note which shall be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Mortgage 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 Mortgage 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 thirty (30) days after the date on which the notice is delivered to the Borrower to cure such breach. In the event of a non-monetary breach, the Borrower shall have sixty (60) days after the date on which the notice is delivered to the Borrower to cure such breach, provided, however, that if the curing of such non-monetary breach cannot be accomplished with due diligence within said period of sixty (60) days then the Borrower shall have such additional reasonable period of time to cure such breach as may be necessary, provided the Borrower shall have commenced to cure such breach within said period, such cure shall have been diligently prosecuted by the Borrower thereafter to completion. 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 foreclosure action via the holder's established

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procedures. Lender also agrees to give notice to superior lender or its designee of 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 judgment enforcing this Mortgage if: (a) Borrower pays lender all sums which would be then due under this Mortgage and the Mortgage Note had no acceleration occurred; (b) Borrower cure all breaches of any covenants or agreements of Borrower contained in the Mortgage Note and this Mortgage; (c) Borrower pay 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 take 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 Mortgage 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 Mortgage Note or upon proper payment of all sums secured by this Mortgage or upon the expiration of the Restriction Period (as defined in the Loan Agreement), Lender shall release this Mortgage without cost to Borrower. Borrower shall pay all cost of recordation, if any.

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, are paid.

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

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beneficial interest in Borrower are sold or transferred or modified without Lender's prior written consent) in a manner not in accordance with Loan Documents or if Borrower ceases to exist or fail 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 Restriction Period. 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. **To abide by the Affordable Housing Restrictions attached hereto as Exhibit A.**
- 21. **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 Borrower 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 Lender under the Loan Documents for repayment of the Loan shall be the exercise of its rights against the Project and the related security interests.

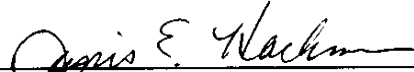
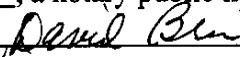

OWNERS:

MORTGAGEE:

By:   
 Authorized Representative  
 BrinNSP, LLC, a for-profit limited liability company

By:   
 Assistant Director  
 Community & Economic Development  
 Department, City of Evanston, a  
 Municipal corporation

STATE OF ILLINOIS     )  
   )  
 COUNTY OF COOK        )

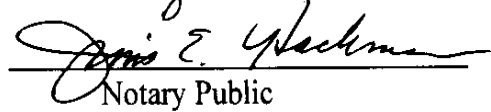
I, , a notary public in and for said County and State aforesaid, DO HEREBY CERTIFY that  personally known to me to be the  of BrinNSP, LLC, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before



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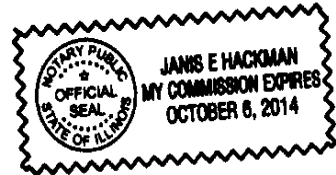
me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 12<sup>th</sup> day of August, 2010.

  
Notary Public

## SCHEDULE 1

## LEGAL DESCRIPTION



Address: 1726 Darrow Avenue  
PIN: 10-13-220-022-0000

Property of Cook County Clerk's Office

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EXHIBIT A  
TO  
MORTGAGE

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**Neighborhood Stabilization Program 2  
AFFORDABLE HOUSING RESTRICTIONS**

BrinNSP, LLC agrees to grant the City of Evanston an affordable housing restriction for the following property commonly known as 1726 Darrow Avenue, Evanston, Illinois, 60201 and legally described as follows (the "Subject Property"):

[Insert Legal]

P.I.N.: 10-13-220-022-0000

**RECITALS**

BrinNSP, LLC has been approved for an acquisition loan of \$54,145.67 from the Neighborhood Stabilization Program 2 ("NSP2") for the rehabilitation of a single-family residential located at 1726 Darrow Avenue, Evanston, Illinois, 60201. The property shall be used as a residence to be occupied by income-eligible households for a period of fifteen (15) years following the completion of the rehabilitation of the Subject Property as evidenced by initial occupancy (the "Restriction Period"). The acquisition loan will be forgiven by the City at the end of the Restriction Period provided Borrower shall remain in compliance with terms of the Loan Documents.

**AGREEMENTS**

The terms of this Affordable Housing Restriction, under the Neighborhood Stabilization Program 2 and the regulations issued under Title XII of Division A of the American Recovery and Reinvestment Act of 2009 ("NSP2") and in accordance with the Notice of Funding Availability for the Neighborhood Stabilization Program 2 under the American Recovery and Reinvestment Act of 2009 (Notice FR-5321-N-01), subject to the conditions and covenants set forth herein and otherwise by law, are as follows:

1. The purpose of this Affordable Housing Restriction is to assure that the Subject Property will be retained as affordable housing for occupancy by an income-eligible household, defined as having an annual household income of 120% or less of Area Median Income for the Chicago-Joliet-Naperville, IL HUD Metro FMR Area based on household size as determined annually by

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the U.S. Department of Housing and Urban Development (HUD) as evidenced when each tenant of the Subject Property begins occupancy of its unit.

2. BrinNSP, LLC hereby grants the City of Evanston fifteen 15-year affordable housing restriction valued at \$54,145.67.

3. The Affordable Housing Restriction is an exhibit to the Mortgage and will be recorded with the Cook County Recorder of Deeds and will run with the land.

4. Any use of the Subject Property or activity thereon which is in conflict with the purpose of this Affordable Housing Restriction is expressly prohibited.

5. 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.

OWNERS:

By: 

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

MORTGAGEE

CITY OF EVANSTON  
a municipal corporation

By: 

ATTEST:

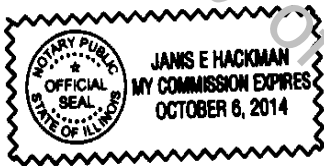
\_\_\_\_\_

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STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, Janis E. Hackman, a notary public in and for said County and State aforesaid, DO HEREBY CERTIFY that Marisa Marsini personally known to me to be the Assistant 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 12<sup>th</sup> day of August, 2010

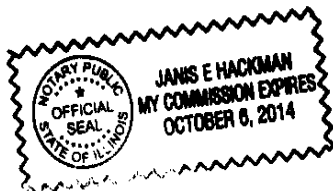


Janis E. Hackman  
Notary Public

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, Janis E. Hackman, a notary public in and for said County and State aforesaid, DO HEREBY CERTIFY that David Grant personally known to me to be an authorized representative of BrinNSP, LLC 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 12<sup>th</sup> day of August, 2010



Janis E. Hackman  
Notary Public

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## FIDELITY NATIONAL TITLE INSURANCE COMPANY

900 SKOKIE BLVD #112, NORTHBROOK, ILLINOIS 60062

PHONE: (847) 480-1212

FAX: (847) 480-1943

ORDER NUMBER: 2010 646853F CHF  
STREET ADDRESS: 1726 DARROW AVENUE

CITY: EVANSTON  
TAX NUMBER: 10-13-220-022-0000

COUNTY: COOK COUNTY

LEGAL DESCRIPTION:  
THE SOUTH 25 FEET OF LOT 5 IN BLOCK 3 IN MERRILL LADD'S SECOND ADDITION TO EVANSTON, A  
SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13,  
TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

Property of Cook County Clerk's Office