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### Illinois Anti-Predatory **Lending Database Program**

Certificate of Exemption



Doc#: 1209441077 Fee: \$50.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 04/03/2012 12:31 PM Pg: 1 of 7

Report Mortgage Frau: 800-532-8785

The property identified as:

71N: 04-08-200-024-1008

Address:

Street:

925 Spring Hill Drive #108

Street line 2:

City: Northbrook

State: IL

Lender: Illinois Housing Development Authority

Borrower: Julia Ash

Loan / Mortgage Amount: \$2,460.00

of County Clarks
quir This property is located within the program area and the transaction is exempt from the require nen's of 765 ILCS 77/70 et seg, because the loan is a simultaneous HELOC.

Certificate number: B062FB75-0779-408D-A58B-2AF58E98BD33

Execution date: 03/29/2012

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This document was prepared by:			
PHH Home Loans, LLS			
7550 France Ave. so., Ste 340			
Edina, MN 55435	turn to: ment Authority Suita 700  (Space Above This Line For Recording Data)  Loan # 2765483  AN TITLE  Loan # 2765483  Loan # 2765483  CSE ("Security Instrument") it givan on 3/29/12  it given to Illinois Housing Development Authority, which is organized and existing under the laws of AMERICA, and whose address is 4 if N. Michigan Ave, Chicago, IL 60611 ("Lender"). Borrower owes of Two Thousand Four Hundred Staty and print Development Security Instrument secures to to the debt evidenced by the Note and all rone wins, extensions and modifications of the ill other sums, with interest, advanced under pagingh? To protect the security of this Security Instrument and the Note. In does hereby mortgage, grant and convey to Lender the following described property located in		
When recorded, plerate return to: illinois Housing Der,⊾lopment Authority 401 N. Michigan Avraun Suite 700 Chicago, IL 60611 Attn: Home Ownership Programs (Space Abo	ve This Line For Re	cording Data)	•
FIRST AMERICAN TITLE		Los	n# <u>2765483</u>
nnn<0001	ECOND MORTGAG	E	
THE UNITED STATES OF AMERICA, and whose addre Lender the principal sum of <u>Two Thousand Four Hundred</u> evidenced by Borrower's note dated the same date as it Lender. (a) the repayment of the debt evidenced by the Note; (b) the payment of all other sums, with interest, ad Instrument; and (c) the performance of Borrower's cover For this purpose, Borrower does hereby mortgage, grant	elopment Athority, vess is 4 /1 N. Michiga Sixty and rai 70 — his Security Income Note and all rune wa Ivanced under parag	which is organized and existing under in Ave, Chicago, IL 60611 ("Lender" Dollars (U.S. \$ 2460.00 int ("Note"). This Security Instruments, extensions and modifications of the part of this security of this to under this Security Instrument and the following described property	er the laws of ). Borrower owes This debt is at secures to the Security d the Note.
SEE ATTACHMENT		OH'S	
which has the address of 925 Spring Hill Drive #108			Property Address");
TOGETHER WITH all the improvements now o	or hereafter erected of ecements and addition	on the property, and all easements, and shall also be covered by this Sec	ropurtenances, and winty in strument.
Initiale:			Page 1 of 5



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BORROWER COVENANTS that the 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.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- Payment of Principal; Prepayment and Late Charges. Borrower shall promptly pay when due the
  principal of the debt evidenced by the Note and any prepayment and late charges due under the Note and any sums advanced
  under paragraph 7.
  - 2. Intentionally Deleted.
- 3. Application of Payments. All monies paid by Borrower to Lender shall be applied in the following order of priority:

  (a) first, toward manyment of all amounts advanced by Lender to protect and preserve the Property pursuant to paragraph 7 (if any);

  (b) next, toward payment of all late charges (if any); (c) next, toward the payment of default interest (if any); (d) next, toward payment of all amounts due and owing with respect to attorney fees and costs (if any); (e) next, toward payment of interest, other than default interest, the has accrued on the outstanding principal balance and that is due and payable (if any); and (f) last, toward payment of the outstanding principal balance.

4. Charges; Libra. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain prigrity over this Security Instrument, and leasehold payments or ground rents, if any. Borrower or Lender, on Borrowers behalf, snet pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be originally under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharor, say lien which has priority over this Security Instrument unless Borrower. (a) agrees in writing to the payment of the obligation occured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the highest of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any period the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to provide the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and I hell include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, corrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds star to applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 day a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property of to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal short of extend or postpone the due date of the monthly payments referred to in paragraph 1 and 2 or change the amount of the property. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resultiful from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrume (timmediately prior to the acquisition.

6. Occupancy; Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's Principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for the term of this Security Instrument. Borrower shall keep the Property in good repair and shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the

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loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is in on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a tegal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce taws or regulations), the Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument

8. Intentionally Deleted.

9. Inspection Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at  $\sigma_2$  time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemication. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of pay part of the Property, or for conveyance in lieu of condemnation, are hereby 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 Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be re lucad by the amount of the proceeds multiplied by the following fraction:

(a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be pried to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable taw otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether a not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower falls to respond to Levinor within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or mange amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Walver Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Linder to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend from for payment or otherwise modify amortization of the sums secured by this Security Instrument 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 shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability. The covenants and systements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several.

13. Intentionally Deleted.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first (ACS) mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16, Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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17. Transfer of the Property or a Beneficial Interest in Borrower/Refinance of First Mortgage Loan. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) or the first mortgage loan obtained by Borrower from Lender in connection with the Property is refinanced by Borrower, in either event, without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies

permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law (iii) specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument. Those conditions are that Borrower. (a) pays Lender all sum which (iii) would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other now nants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, me onable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Losh Servicer. The Note or a partial interest in the Note (together with this Security Interest) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments the under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a selection of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with managraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any

other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause of permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two princes shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally accognized to be appropriate to normal residential uses

and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is riscelled, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substance defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable of texic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and adioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and taws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM CONVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration 1 silov ing Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under name graph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to core the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be curt d; and (d)

failure to cure the default on or before the date specified in the note may result in acceleration of the sums accured by this Security instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the 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 Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at is option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to responsible attorneys! fees and cost of title evidence.

to, reasonable attorneys' fees and cost of 'title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation charges.

23. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.

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24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:	Jelia	Tisk .	(Seal)
	Julia Ash	-Borrower	
%			(Seal)
(X)		Borrower	
<u> </u>			(Seal)
O/c		-Borrower	
C		-Borrower	(Seal)
94			
1			
	0,		
(Space Below	This Line For Acknowledge	nent)	
STATE OF ILLINOIS	9		
COUNTY OF Cook	<b>58</b> :		
eh single woman		ir county and state, do hereby o	
personally knowr egoing instrument, appeared before me this day in per ment as their free and voluntary act, for the uses and p	rson, and acknowledged tha	on(s) where name(s) are/is sub- t they signed and delivered the	said
Given under my hand and official seal, this 29th	play of <u>March</u>	, 20_1	
My Cammission expires:			
3 ····································			1
OFFICIAL SEAL NOTARY PUBLIC NOTARY PUBLIC	•	VX X NIK	
NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:05/25/15		Notary Public	

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#### **EXHIBIT A**

#### LEGAL DESCRIPTION

Legal Description: PARCEL 1:

UNIT NO. 108 IN PHEASANT CREEK CONDOMINIUM NUMBER 1 AS DELINEATED ON SURVEY OF PART OR PARTS OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS 'PCL'): LOTS 'A' AND 'B' IN WHITE PLAINS UNIT NUMBER 7, BEING A SUBDIVISION IN SECTION 8, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO THE 2 ACRES CONVEYED TO FREDERICK WALTER BY WARRANTY DEED RECORDED DECEMBER 4, 1849 AS DOCUMENT 24234, BEING THE EAST 20 RODS OF THE NORTH 16 RODS OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 8, AND ALSO THE 1 ACRE CONVEYED TO THE CHURCH BY WARRANTY DEED (EL ORDED APRIL 30, 1851 AS DOCUMENT 29581, ALL TAKEN AS A TRACT, (EXCEPTING FROM SAID TRACT THE NORTH 522.00 FEET OF THE WEST 742.00 FEET AND ALSO EXCEPTING THAT PART EAST OF THE WEST 742.00 FEET OF SAID TRACT AND NORTH OF A LINE 246.75 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 8) ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'B' TO DECLARATION OF CONDOMINIUM MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 40920, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 22648910 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY)

**ALSO** 

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN PHEASANT CREEK ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DATED MARCH 5, 1974 AND RECORDED MARCH 8, 1974 AS DOCUMENT 22648909 AND AS CREATED BY DEED FROM CHICAGO TITLE AND TRUST COMPANY COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 26, 1959 AND KNOWN AS TRUST NUMBER 40920 TO HAROLD L. OBERG AND ALBERTA B. OBERG DATED MAY 15, 1974 AND RECORDED JUNE 4, 1974 AS DOCUMENT NUMBER 22736831 FOR INGRESS AND EGRESS, IN COOK COUNTY ILLINOIS. Continue of the continue of th

Permanent Index #'s: 04-08-200-024-1008 Vol.No 131

Property Address: 925 Spring Hill Drive, Unit 108, Northbrook, Illinois 60062