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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Report Mortgage Fraud
800-532-8785



1230726188

Doc#: 1230726188 Fee: \$62.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/02/2012 01:25 PM Pg: 1 of 13

The property identified as:

PIN: 30-31-220-023-0000

Address:

Street: 18014 Burnham

Street line 2:

City: Lansing

State: IL

ZIP Code: 60438

Lender: County of Cook

Borrower: Tonja Davis

Loan / Mortgage Amount: \$12,388.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

PNTN
70 W MADISON STE 1600
CHICAGO IL 60602

11/2/12
13
N
Y
D

Certificate number: CBDA0340-848A-4788-B741-943762C098AB

Execution date: 10/26/2012

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This Document Prepared By & Mail to:
 Joselynn Gardner
 Special Assistant of Legal Affairs
 Bureau of Economic Development
 69 W. Washington, 29th Floor
 Chicago, Illinois 60602
 (312) 603-1067

Project No. 9000000009

**JUNIOR MORTGAGE and
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 HOME INVESTMENT PARTNERSHIPS PROGRAM**

THIS MORTGAGE ("Security Instrument") and Declaration of Covenants, Conditions and Restrictions is given on October 26, 2012. The mortgagor is Tonja Davis ("Borrower"), whose address is 18014 Burnham, Lansing, Illinois 60438. This Security Instrument is given to the County of Cook, a body politic and corporate of the State of Illinois, whose address is 69 W. Washington Street, Suite 2900, Bureau of Economic Development, Chicago, Illinois 60602 ("Lender").

Borrower owes Lender the principal sum of Twelve Thousand Three Hundred Eighty-Eight and 00/100 U.S. dollars (\$12,388.00), loaned under the Homebuyer Loan Agreement ("Loan Agreement") bearing the same date as this Security Instrument. This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides that the debt, if not paid earlier, is due and payable immediately upon the "alienation" (defined in paragraph 2 of the Note) of the Property mortgaged by this Security Instrument.

This debt is evidenced by Borrower's Note ("Note") dated the same date as this Mortgage, which provides for payments due and payable on the sale, transfer, or alienation of the Property (as hereinafter defined) mortgaged by this Mortgage. This Mortgage secures to Lender: (a) the repayment of the Loan, with interest (if any) and all renewals, extensions and modifications of the Note and the Loan Agreement; (b) the payment of all other sums, with interest, advanced to protect the security of this Mortgage; (c) the performance of Borrower's covenants and agreements under this Mortgage, the Note and the Loan Agreement and other related loan documents; and (d) Borrower's compliance with the provisions of the HOME Agreement, HOME Program, as amended, ("HOME Program") and all applicable laws, ordinances, rules, regulations, and executive

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regulations, and executive orders applicable to the HOME Program. **For this purpose, Borrower does hereby mortgage, grant and convey to Lender the real property located in Cook County, Illinois legally described in Exhibit A attached hereto and made a part hereof.**

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 senior mortgage from Borrower to Habitat for Humanity Chicago South Suburbs, in the amount of \$76,000.00, to which this Security Instrument is subordinate and this Security Instrument may not be subordinated to any other liens.

BORROWER COVENANTS AND AGREES TO MAINTAIN THE PROPERTY AS HIS/HER PRINCIPAL RESIDENCE DURING THE 15-YEAR TERM OF THE LOAN. BORROWER COVENANTS AND AGREES THAT IN THE EVENT THE PROPERTY IS ABANDONED OR CONVERTED INTO A RENTAL, OR OTHERWISE NOT USED OR MAINTAINED AS HIS/HER PRINCIPAL RESIDENCE DURING THE 15-YEAR TERM OF THE LOAN, THE ENTIRE AMOUNT OF THE HOME LOAN LENT TO BORROWER SHALL BE IMMEDIATELY DUE AND PAYABLE. BORROWER FURTHER COVENANTS AND AGREES THAT IF A RECAPTURE EVENT, AS DEFINED IN THE NOTE AND LOAN AGREEMENT, OCCURS DURING THE TERM OF THE HOME LOAN, BORROWER SHALL REPAY AN AMOUNT EQUAL TO THE UNFORGIVEN PORTION OF THE HOME LOAN OWED TO THE LENDER AT THE TIME OF THE OCCURRENCE OF THE RECAPTURE EVENT; PROVIDED THAT THE LOAN SHALL BE REPAYED ONLY FROM THE NET PROCEEDS IF ANY, AND ANY PORTION OF THE RECAPTURE AMOUNT, AS DEFINED IN THE NOTE AND LOAN AGREEMENT, IN EXCESS OF SUCH NET PROCEEDS SHALL BE FORGIVEN. "NET PROCEEDS" SHALL MEAN THE PROCEEDS OF SALE LESS (A) NON-HOME LOAN REPAYMENTS AND (B) CLOSING COSTS.

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

1. Payment of Principal.

No payments shall be paid on this loan as long as the Borrower resides in this

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home for the fifteen (15) year affordability period. However, Borrower shall immediately pay when due the principal on the debt evidenced by the Note and the Loan Agreement.

2. Application of Payments.

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

3. Prior Mortgages and Deeds of Trust; Charges; Liens.

Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due; Borrower shall not be in default of any provision of any prior mortgage.

Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property. Upon Lender's request, Borrower shall make these payments directly, and upon Lender's request, promptly furnish to Lender receipts evidencing the payments.

Borrower shall pay through an escrow account at BMO Harris Bank, 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 Borrower's intention 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 thereof or interest therein are at any time in any danger of being sold, forfeited, lost or interfered with, and (d) Borrower shall furnish such security as may be required in the contest or as requested by Lender. During the term of the Loan Agreement, Borrower shall pay all obligations that if unpaid might result in a lien, except those obligations that are being contested in good faith, as long as Borrower takes all steps necessary to prevent the imposition of or to contest the validity of a lien.

4. Hazard 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 maintain 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 include a standard mortgage clause in favor

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of Lender and shall be acceptable to Lender. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give Lender all receipts of paid premiums and renewal notices. 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible, Lender's security is not lessened, and Borrower is not in default under this Security Instrument, the Note, or the Loan Agreement. 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 respond to Lender within 30 days from the date Lender gives Borrower notice that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds at Lender's option either to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due.

If under paragraph *18 Lender acquires the Property, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. Preservation and Maintenance of Property; Borrower's Application.

Borrower shall keep the Property in good repair and shall maintain the Property in compliance with applicable municipal codes and with Property standards under the HOME Program, 24 CFR Part 92, §92.251, or as amended. Borrower shall not destroy, damage, substantially change the Property, allow the Property to deteriorate, or commit waste. 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 *19, 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 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 loans evidenced by the Note and Loan Agreement.

6. Hazardous Substances.

Borrower shall not cause or 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

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Environmental Law. The preceding two sentences shall not apply to the presence, use or storage on the Property of small quantities of Hazardous Substances that are generally recognized 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 necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph *6, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph *6, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

7. Protection of Lender's Rights in the Property.

If Borrower fails to perform the covenants and agreements contained in this Security Instrument, the Note, or the Loan Agreement, or fails to comply with the provisions of the HOME Program, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then 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 attorneys' fees, and entering on the Property to make repairs. Although Lender may take action under this paragraph, 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. Unless Borrower and Lender agree to other terms of payment, these amounts shall be payable upon notice from Lender to Borrower requesting payment.

Notwithstanding that immediately upon lease of the Property Borrower shall pay all principal and all other sums secured by this Security Instrument, as additional security hereunder the Borrower hereby assigns to Lender any rents of the Property until all of the foregoing sums have been paid.

8. Inspection.

Lender and the United States Department of Housing and Urban Development ("HUD") shall have the right to make or cause to be made reasonable entries upon and inspections of the Property at all reasonable times and access thereto shall be permitted for that purpose.

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9. Condemnation.

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any 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, unless Borrower and Lender agree otherwise in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: the total of the sums secured hereunder immediately before the taking, divided by the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

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

10. Borrower Not Released; Forbearance By Lender Not a Waiver.

Extension of the time for payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of the 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 to refuse to extend time for payment of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Lender's waiver in one or more instances of any of the terms, covenants, conditions or provisions hereof, or of the Note, the Loan Agreement, or any part thereof, shall apply to the particular instance or instances and at the particular time or times only, and no such waiver shall be deemed a continuing waiver but all of the terms, covenants, conditions and other provisions of this Security Instrument and of the Note and Loan Agreement shall survive and continue to remain in full force and effect. No waiver shall be asserted against Lender unless in writing signed by Lender.

11. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.

The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. If there is more than one party as Borrower, each of Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note or Loan Agreement: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security

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Instrument, the Note or the Loan Agreement without that Borrower's consent and without releasing that Borrower or modifying this Security Instrument as to that Borrower's interest in the Property.

12. Loan Charges.

If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that any loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower, at Lender's option either by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Notices.

Any notice provided for in this Security Instrument shall be deemed to have been given by delivering it or by mailing it by certified mail, unless applicable law requires use of another method. The notice shall be directed to the recipient's address stated herein or any other address Borrower or Lender designates by notice to the other.

14. Governing Law; Severability.

This Security Instrument shall be governed by Federal law and the law of Illinois. In the event that any provision or clause of this Security Instrument or the Note or Loan Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note or Loan Agreement which can be given effect without the conflicting provision. To this end, the provisions of this Security Instrument, the Note, and the Loan Agreement are declared to be severable.

15. Assignment by Lender.

Lender may assign all or any portion of its interest hereunder and its rights granted herein and in the Note and Loan Agreement to any governmental entity, or to any person, trust, financial institution or corporation as Lender may determine. Upon such assignment, such assignee shall thereupon succeed to all the rights, interests, and options of Lender herein and in the Note and Loan Agreement, and Lender shall thereupon have no further obligations or liabilities thereunder.

16. Incorporation of Note, Loan Agreement and HOME Program

The covenants and agreements of the Loan Agreement and the Note are incorporated herein. The provisions of the HOME Program, as amended, are incorporated herein as are the laws, ordinances, rules, regulations, Office of Management and Budget circulars and executive orders which apply to the HOME Program. Borrower's failure to comply with or other breach of any covenant or agreement or provision of this Security Instrument, the Loan Agreement, the Note, or the HOME Program is a default under this Security Instrument. All remedies provided

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for in this Security Instrument, the Loan Agreement and the Note are distinct and cumulative to any other right or remedy under this Security Instrument, the Loan Agreement, the Note or afforded by law or equity and may be exercised concurrently, independently, or successively.

17. Recapture.

The entire amount of the HOME Loan loaned to Borrower under this Note shall become immediately due and payable in full if Borrower abandons or converts the Property into a rental, or otherwise ceases to use all, any part of, or any interest in the Property as his or her principal residence at any time during the **Recapture Period**. "**Recapture Period**" shall mean for purposes of this security instrument five years from the date of the execution of this Security Instrument.

For purposes of this paragraph, a "**Recapture Event**" is defined as a voluntary transfer, sale, or conveyance of the Property or transfer of the Property by reason of foreclosure or deed in lieu of foreclosure at any time during the **Recapture Period**. If a **Recapture Event** occurs during the **Recapture Period**, Borrower shall repay to the County an amount equal to the unforgiven portion of the loan owed to the Lender, hereinafter referred to as "**the Recapture Amount**", at the time of the occurrence of the **Recapture Event**; provided that the Loan shall be repaid only from the net proceeds if any, of such Recapture Event, and any portion of the **Recapture Amount** in excess of such net proceeds shall be forgiven. For purposes of this subparagraph, "**Net Proceeds**" shall mean the proceeds of sale less (a) non-HOME loan repayments and (b) closing costs. Further, Lender may invoke any other remedies permitted by this Security Instrument, the Note, and the Loan Agreement without further notice or demand on Borrower.

18. Acceleration; Remedies.

Upon Borrower's breach of any covenant or agreement or provision in this Security Instrument, the Note, the Loan Agreement, or the HOME Program, Lender shall give notice to Borrower prior to acceleration, but not prior to acceleration under Paragraph 17, when applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure 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 cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate, if applicable, after acceleration and the right to assert in the foreclosure proceeding the nonexistence 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 its 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 and costs incurred in proceedings pursuing the remedies provided in this paragraph *18 including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts, title reports, and other title evidence.

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19. 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 entry of a judgment enforcing this Security Instrument. Those conditions are that the Borrower: (a) pays Lender all sums which then would be due under this Security Instrument, the Note, and the Loan Agreement had no acceleration occurred; (b) cures any default of any other covenants or agreements or provisions contained in this Security Instrument, the Note, Loan Agreement, or the HOME Program; (c) pays all costs and expenses incurred in enforcing this Security Instrument and in enforcing Lender's remedies as provided in paragraph *18 hereof, including but not limited to reasonable attorneys' fees; (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 unimpaired; and (e) not use this provision more frequently than once every five years. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred.

20. Lender in Possession.

Upon acceleration under paragraph *18 or abandonment of the property and at any time prior to the expiration of any period of redemption following judicial sale and at any time prior to repayment of all sums secured by this Security Instrument, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of, manage the Property, and (notwithstanding that upon Borrower's lease of the Property Borrower shall pay all sums secured by this Security Instrument) collect the rents of the Property including those past due. Any rents Lender or the receiver collect shall be applied first to payment of the costs of managing the Property and collecting rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Nothing contained herein shall be construed as constituting Lender a mortgagee in possession absent Lender taking actual possession of the Property pursuant to this paragraph *20. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender; Borrower hereby expressly waives and releases all such liability.

21. Release.

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

22. No Offsets by Borrower.

No offset or claim that Borrower now has or may have in the future against Lender shall relieve Borrower from paying any amounts due under the Note, the Loan Agreement or this Security Instrument or from performing any other obligations contained therein.

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23. 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 hereof.

24. Acknowledgment of Debt.

Borrower shall furnish from time to time within fifteen (15) days after Lender's written request, a written statement, duly acknowledged, setting forth the amount secured by this Security Instrument and whether any alleged offsets or defenses exist against the indebtedness secured by this Security Instrument.

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EXHIBIT A

LEGAL DESCRIPTION:

LOT 26 IN BLOCK 6 IN THE RESUBDIVISION OF BLOCKS 2, 3, 6 AND 7 IN LOTS 1, 2, 3, 4, 5 IN BLOCKS 4 AND 5 IN LANSING GARDENS, A SUBPART OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 31 AND PART OF WEST ½ OF THE NORTHWEST ¼ OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION FILED IN THE OFFICE OF THE REGISTRAR OF TITLES FEBRUARY 13, 1924 AS DOCUMENT NUMBER 207008, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER(S):

30-31-220-023-0000

COMMON STREET ADDRESS:

18014 Burnham
Lansing, Illinois 60438