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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1418949090 Fee: \$56.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/08/2014 04:02 PM Pg: 1 of 10

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN: 11-30-121-043-1016**

Address:

Street: 739 Dobson St. Unit 1N

Street line 2:

City: Evanston

State: IL

ZIP Code: 60202

Lender: City of Evanston Community Development Department

Borrower: Josue Rodriguez

Loan / Mortgage Amount: \$7,000.00

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.

Certificate number: 1DF19304-CF5A-4CFF-A7C2-3D76EBA49ED9

Execution date: 07/07/2014

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53015642

This document prepared by
And when recorded mail to:

City of Evanston, Planning Division
Attn: April Jacobs
2100 Ridge, Room 3102
Evanston, Illinois 60201-2798

**LIVE EVANSTON
JUNIOR MORTGAGE**

\$7,000.00Date: 7-7, 2014

THIS MORTGAGE ("Mortgage") is made as of July 7, 2014, by Josue Rodriguez ("Mortgagor" or "Borrower"), whose mailing address is 739 Dobson St #1N, Evanston, IL 60202 in favor of The City of Evanston Community Development Department, ("Mortgagee" or "Lender"), whose mailing address is 2100 Ridge Avenue, Evanston, Illinois 60201-2798.

1. **Background and Granting Clause.** Borrower is indebted to Lender in the principal sum of \$7,000.00 (Seven Thousand and 00/100 Dollars) (the "Loan") which Loan is evidenced by a certain Promissory Note of even date herewith (the "Note"), made payable to the order of and delivered to Mortgagee, whereby the Borrower promises to pay the Note under certain conditions and providing for other conditions of the Loan. The loan is provided from the Lender to the Borrower under the Live Evanston Program subject to the conditions and covenants set forth herein. The term of the Loan is five (5) years commencing on July 7, 2014 and ending on July 6, 2019 (the "Loan Term"). The Borrower cannot make any payments on the Loan prior to the end of the Loan Term, unless the Property is sold to any other person(s) or entity prior to the end of the Loan term.

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 described property located in the County of Cook, which is commonly known as 739 Dobson Street #1N, Evanston, Illinois 60202, as more particularly described on Exhibit A attached hereto (collectively referred to as the "Property");

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TOGETHER with all improvements, tenements, reversions, remainders, easements, fixtures and appurtenances now or hereafter thereto belonging, utility deposits, and insurance premium rebates to which Mortgagor may be entitled or that Mortgagor may be holding; and all fixtures, apparatus, equipment, and articles (other than inventories held for sale) that relate to the use, occupancy, and enjoyment of the Property. All of the land, estate, and property hereinabove described, real, personal, and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended to be as a unit and are hereby understood, agreed, and declared (to the maximum extent permitted by law) to form part and parcel of the real estate and to be appropriated to the use of the real estate and shall be, for the purposes of this Mortgage, deemed to be real estate and conveyed and mortgaged hereby.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property. 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 of Borrower

A. Maintenance, Repairs, and Restoration of Improvements, Payment of Prior Liens. Mortgagor shall (a) promptly repair, restore, or rebuild any buildings and other improvements now or hereafter on the Property that may become damaged or destroyed to substantially the same character as prior to such damage or destruction, without regard to the availability or adequacy of any casualty insurance proceeds or eminent domain awards; (b) keep the Property constantly in good condition and repair, without waste; (c) keep the Property free from mechanics liens or other liens or claims for lien not expressly subordinated to the lien hereof (collectively called "Liens"), subject, however, to the rights of Mortgagor set forth in the next Paragraph below; (d) complete within a reasonable time any buildings or other improvements now or at any time in process of erection on the Property; (e) comply with all federal, state, and local requirements of law, regulations, ordinances, orders, and judgments and all covenants, easements, and restrictions of record with respect to the Property and the use thereof; (f) observe and comply with all conditions and requirements (if any) necessary to preserve and extend all rights, easements, licenses, permits (including without limitation zoning variations and any nonconforming uses and structures), privileges, franchises, and concessions applicable to the Property or contracted for in connection with any present or future use of the Property; and (g) pay each item of Loan secured by this Mortgage when due according to the terms hereof and of the Note. As used in this Paragraph and elsewhere in the Mortgage, the term "Loan" means and includes the unpaid principal sum evidenced by the Note, together with all interest, additional interest, late charges, and all other sums at any time secured by this Mortgage.

B. Anything in 2(A)(c) above to the contrary notwithstanding, Mortgagor may, in good faith and with reasonable diligence, contest the validity or amount of any lien not expressly subordinated to the lien hereof and defer payment and discharge thereof during the pendency of such contest, provided that such contest shall have the effect of preventing the sale or forfeiture of the Property or any part thereof, or any interest therein, to satisfy such lien Borrower shall perform all of Borrower's obligations under any mortgage lien prior to this mortgage (the "Senior Mortgage"), including

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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.

C. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal payments, interest evidenced by the Note and any applicable late charges as provided in the Note.

D. **Payment of Taxes.** Mortgagor shall pay all general taxes before any penalty or interest attaches, and shall pay special taxes, special assessments, water charges, sewer service charges, and all other charges against the Property of any nature whatsoever when due, and shall, upon written request, furnish to Mortgagee duplicate receipts thereof within 30 days following the date of payment. Mortgagor shall pay in full, under protest, any tax or assessment that Mortgagor may desire to contest, in the manner provided by law.

E. **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.

All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Lender. 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 mortgagee 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.

3. **Mortgagee's Performance of Defaulted Acts.** In case of default herein, and subject to the rights of any Senior Mortgage, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner Mortgagee deems expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise, or settle any tax lien or assessment or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Property or contest any tax or assessment or cure any default of any landlord in any lease of the Property. All money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other funds advanced by Mortgagee in regard to protecting the Property or the lien hereof, shall be so much additional Loan secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of interest set forth in the Note applicable to a period when a default exists thereunder. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

4. **Event of Default.** If an Event of Default occurs and is continuing under the Note and

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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.

5. **Foreclosure, Expense of Litigation.** When the Loan or any part thereof shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien of this Mortgage for such Loan or any part thereof. In any civil action to foreclose the lien hereof, there shall be allowed and included as additional Loan in the order or judgment for foreclosure and sale all expenditures and expenses that may be paid or incurred by or on behalf of Mortgagee including, without limitation, expenditures for attorneys' fees, including those of in-house counsel, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the order or judgment) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to the title as Mortgagee may deem reasonably necessary either to prosecute the civil action or to evidence to bidders at any sale that may be had pursuant to the order or judgment the true condition of the title to, or the value of, the Property. All expenditures and expenses of the nature in this Paragraph 14 mentioned and such expenses and fees as may be incurred in the protection of the Property and the maintenance of the lien of this Mortgage, including the fees of any attorneys employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note, or the Property, including probate, appellate, and bankruptcy proceedings, or in preparation for the commencement or defense of any action or proceeding or threatened action or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the rate set forth in the Note applicable to a period when a default exists thereunder, and shall be secured by this Mortgage.

At all times, Mortgagor shall appear in and defend any suit, action, or proceeding that might in any way, in the sole judgment of Mortgagee, affect the value of the Property, the priority of this Mortgage, or the rights and powers of Mortgagee hereunder or under any document given at any time to secure the Loan. Mortgagor shall, at all times, indemnify, hold harmless, and reimburse Mortgagee on demand for any and all loss, damage, expense, or cost, including cost of evidence of title and attorneys' fees, arising out of or incurred in connection with any such suit, action, or proceeding, and the sum of such expenditures shall be secured by this Mortgage and shall bear interest after demand at the rate specified in the Note applicable to a period when an uncured default exists thereunder, and such interest shall be secured hereby and shall be due and payable on demand.

In the event of foreclosure or deed in lieu of foreclosure of Prior Security Deed or assignment of the first mortgage to the Secretary of Housing and Urban Development, any provisions herein or any provisions in any other collateral agreement restricting the use of the property or otherwise restricting the Borrower's ability to sell the Property shall have no further force or effect. Any person (including his successors or assigns) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of a Prior Security Deed shall receive title to the Property free and clear from such restrictions.

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6. **Application of Proceeds of Foreclosure Sale.** The proceeds of any foreclosure sale of the Property shall be distributed and applied in the following order of priority of mortgages and then according to the following schedule: first, on account of all costs and expenses incident to the foreclosure proceedings; second, to all other items that may under the terms hereof constitute secured Loan additional to that evidenced by the Note, with interest thereon as herein provided; third, to all principal and interest remaining unpaid on the Note; and fourth, to any parties entitled thereto as their rights may appear.

7. **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 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.

8. **Mortgagee's Right of Inspection.** Mortgagee and its representatives, agents, or participants shall have the right to inspect the Property at all reasonable times, and access thereto shall be permitted for that purpose.

9. **Eminent Domain and/or Condemnation.** Mortgagor hereby assigns, transfers, and sets over unto Mortgagee the entire proceeds of any claim for damages for any of the Property taken or damaged under the power of eminent domain or by condemnation, and if applicable, all subject to the rights of a Senior Mortgage holder. As long as (a) the Property requires repair, rebuilding, or restoration; and (b) this Mortgage is not in default, then any award, after deducting from it any expenses incurred in the collection thereof, shall be made available by Mortgagee for the repair, rebuilding, or restoration of the Property in accordance with plans and specifications to be submitted to and approved by Mortgagee.

In all other cases, Mortgagee may elect to apply the proceeds of the award on or in reduction of the Loan, whether due or not, or make those proceeds available for repair, restoration, or rebuilding of the Property in accordance with plans and specifications to be submitted to and approved by Mortgagee. No interest shall be allowed to Mortgagor on account of any proceeds of any award held by Mortgagee.

10. **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.

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11. **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.

12. **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, Room 3103
 Evanston IL 60201

with a copy to: City of Evanston
 Law Department
 2100 Ridge Avenue, Room 4400
 Evanston, IL 60201

Notice to Borrower: 739 Dobson St #1N
 Evanston, IL 60202

13. **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 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.

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 Senior Mortgage to give Notice to Lender, at Lender's address set forth herein, of any foreclosure action via the holder's established procedures. Lender also agrees to give notice to the holder of any Senior Mortgage or its designee of any default under the inferior encumbrance and of any sale or other foreclosure action.

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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 Note had no acceleration occurred; (b) Borrower cure all breaches of any covenants or agreements of Borrower contained in the 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 4 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 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 expiration of the Loan Term, the Mortgagee shall release this Mortgage and the lien by proper instrument upon payment of forgiveness of the Loan secured hereby.
17. **Subordination of Mortgage.** The rights of the Lender under this Mortgage shall be and are subject and subordinate at all times to the liens of and Senior Mortgage, now or hereafter in force against the real estate, and to all advances made or hereafter to be made upon the security thereof.
18. **Affordable Housing Restriction.** The Borrower acknowledges that the Loan is being provided under the Neighborhood Stabilization 2 Program, 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). In furtherance thereof, Borrower verifies and confirms to Lender that Borrower's household income does not exceed 120% of Area Median Income, adjusted for household size, as determined by the U.S. Department of Housing and Urban Development based on household size at the time of purchase.
19. **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, Mortgagor shall not have any personal liability for repayment of the Loan or any other amounts evidenced or secured by the Loan Documents. The sole recourse of Mortgagee under the Loan Documents for repayment of the Loan shall be the exercise of its rights against the Property and the related security interests.

Mortgagor has executed this instrument as of the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

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Josue Rodriguez

By: *Josue Rodriguez*

Print Name: Josue Rodriguez

Title: Borrower

STATE OF IL)
) ss.

COUNTY OF Cook)

I, Allan Migdal, a Notary Public in and for and residing in the said County, in the State aforesaid, do hereby certify that Josue Rodriguez 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 acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purpose and in the capacity (if any) therein set forth.

GIVEN under my hand and notary seal this 7 day of July, 2014.

Allan Migdal

Cook County Clerk's Office



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EXHIBIT A LEGAL DESCRIPTION

Legal Description:

P.I.N. 11-30-121-043-1016

Commonly known as: 739 Dobson Street #1N, Evanston, IL 60202

PARCEL 1:

739 DOBSON ST. UNIT NO. 1N IN THE PARKSIDE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 24, 25, 26, 27, 28 AND 29 IN BLOCK 5 IN BRUMMEL AND CASE HOWARD TERMINAL ADDITION TO THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED FEBRUARY 26, 2002 AS DOCUMENT 0020224600 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE EXCLUSIVE RIGHT TO USE OF P-11 AND STORAGE SPACE S-6 AS LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED FEBRUARY 26, 2002 AS DOCUMENT 0020224600