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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

1435333074 Fee: \$88.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 12/19/2014 02:57 PM Pg: 1 of 9

Report Mortgage Frank 800-532-8785

The property identified as:

PIN: 29-36-200-149-0000

Address:

Street:

17866 Rose Street

Street line 2:

City: Lansing

State: IL

Lender: IDHA

Borrower: Karen Turner

Loan / Mortgage Amount: \$7,500.00

Coot County Clarks 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.

> Attorneys' Title Guaranty Fund, Inc. 1 S. Wacker Dr., STE 2400 Chicago, IL 60606-4650 Attn:Search Department

Execution date: 10/31/2014

Certificate number: 003967E8-6E8C-4F9E-9BF8-745AFE5D4FA6

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This document was prepared by:

CHERRY CREEK MORTGAGE CO.,

7600 E. ORCHARD RD #250-N JREENWOOD VILLAGE, CO 80111 (303) 320-4040

When recorded, please return to:

Illinois Forsing Development Authority 401 N. Michigan Avenue, Suite 700 Chicago, IL 606.1 Attn: Home Owner-Lip Programs

(Space Above This Line For Recording Data)

SECOND MORTGAGE

TURNER 2ND Loan #: 780901057 M(N: 100030207809010674 PIN: 29-36-200-149-0000

THIS SECOND MORTGAGE ("Secrity instrument") is given on OCTOBER 31, 2014. The mortgagor(s) is(are) KAREN TURNER, AN INMARRIED WOMAN (Borrower(s)). This Security Instrument is given to ILLINOIS HOUSING DEVELOPMEN. AUTHORITY, which is organized and existing under the laws of THE UNITED STATES OF AMERIC., and whose address is 401 N. Michigan Ave., Suite 700, Chicago, IL 60611 ("Lender"). Borrower owes the lend of the principal sum of SEVEN THOUSAND FIVE HUNDRED AND 00/100 Dollars (U.S. \$7,500.00). This aebt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph. To protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agree munts under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

(Legal description)

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

which has the address of 17866 ROSE STREET, LANSING, IL 60438 ("Property Addre, s');

TOGETHER WITH all the improvements now or hereafter erected on the property, and a leasements, appurtenances, and 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 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

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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 rop atv

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

- Paymen' or 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 advarued under paragraph 7.
- 2. Intentionally Deleted

Application of Payment, Unless applicable law provides otherwise, all payment received by Lender under paragraphs I shall be applied first to any amounts advanced under paragraph 7, then to any late charges due under the note and t en to principal due.

- Charges; Liens. Borrower hall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain r for y over this Security Instrument, and leasehold payments or ground rents, if any. Borrower or Lender, ca B prowers behalf, shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. Borrower s'all p omptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) erees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) ontests in good faith the lien by, or defends against enforcement of the lien; or (c) secures from the hold of the lien an agreement satisfactory to Lender subordinating the lien to the Security Instrument. If Lend a catermines that any part of the Property is subject to a lien which may attain priority over this Security I strament, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or true one or more of the actions set forth above within 10 days of the giving of notice.
- Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards inclu ed within the term "extended coverage" and any other hazards, including floods or flooding, for which the Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that I ender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Leader's approval which shall not be unreasonably withheld. If borrower fails to maintain coverage ipscribed above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance

All insurance policies and renewals shall be acceptable to Lender and shall include a standard muriga; e clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrov er shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event or 10°1, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss 🦸 not made promptly by Borrower.

Unless Lenger and Borrower otherwise agree in writing, insurance proceeds shall be applied to r repair of the Property damaged, if the restoration or repair is economically feasible and

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Lender's security is not lessened. If the restoration or repair is not economically feas ble 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 r store the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 -day period will begin when the notice is given.

Cal se Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not e dee I or postpone the due date of the monthly payments referred to in paragraph I and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insu and e policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to I ander to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- Occupancy; Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Perrower shall occupy, establish, and use the Property as Borrower's Principal residence within s' dy da s after the execution of this Security Instrument and shall continue to occupy the Property as Borro wer's principal residence for the term of this Security Instrument. Borrower shall keep the Property in good epp r 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 or the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrov er mr y 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 Bc rov er'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 loan evidenced by the Note, including, but n t li nited to, representations concerning Borrower's occupancy of the Property as a principal residence ... inis Security Instrument is in on a leasehold, Borrower shall comply with all the provisions of the lease. If B rrow r acquires fee title to the Property, the leasehold and the fee title shall not merge unless the Lender series to the merger in writing. 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 legal proceeding that may significantly affect the Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws 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 mry 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 Borrow .. secured by this Security Instrument.

Intentionally Deleted.

Inspection. Lender or its agent may make reasonable entries upon and inspection of the Property. Lender/spail/give Borrower notice at the time of or prior to an Inspection specifying reasonable cause for



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the inspection.

10. 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 ating of the Property in which the fair market value of the Property immediately before the taking is - 1122 to or greater than the amount of the sums secured by this Security Instrument immediately before the trking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrumer, sue il be reduced 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 i smediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the respecty in which the fair market value of the Property immediately before the taking is less than the interior and of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. If the Property is abandoned by Bonower, or if, after notice by Lender to Borrower that the condemner

offers to make an award or settle a fairn for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given Ler de is authorized to collect an 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.

11. Borrower Not Released; Forbearance By Ler Jer N it a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to r lease 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 time for payment a concrewise modify amortization of the sums secured by this Security Instrument by reason of any demand nade by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in xercising any right or remedy shall not e a waiver of or preclude the exercise of any right or remedy

12. Successors and Assigns Bound; Joint and Several Liability. The cov.nant and agreements of this Security Instrument shall bind an benefit the successors and assigns of Linder 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 L in Ier. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any collections Lender designates by notice to Borrower. Any notice provided for in this "Security Instrument" s all 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 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.

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LEGAL DESCRIPTION

Lot 4 and the North 0.50 feet of Lot 5 in the 2nd Addition to Bolek's Subdivision of part of Lot 4 in Bolek's Subdivision of part of the East 1/2 of the Northeast 1/4 of Section 36, Township 36 North, Range 14, East of the Third Principal Meridian, lying North of the center line of Thornton-Lansing Road, in Cook County, Illinois.

Property address: 17866 Rose Street, Lansing, IL 60438 Ship of Coot County Clerk's Office

PIN: 29-36-200-14,4-0000

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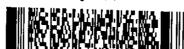
- 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security
- 17. Transfer of the Property or a Beneficial Interest In Borrower/Refinance of First Murtgage Loan. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) 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 der il law as of the date of this Security Instrument.

It Le de exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a regiod of not less than 30 days from the date the notice is delivered or mailed within which Borrower myst 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 Paintate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement or mi. Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applical le law may specify for reinstatement) before sale of the Property pursuant to any power of sa. contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those candilions are that Borrower: (a) pays Lender all sum which then would be due under this Security Instrumer, and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including but not limited to, re isonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of inis Cecurity Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secu. ed by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security in run tent and the obligations secured hereby shall remain fully effective as if no acceleration had occur. Lowever, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note; Change of Loan Servicer. The Note or a presial 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 much payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower wil be given written notice of the change in accordance with paragraph 14 above and applicable law. The none, will state the name and address of the new Loan Servicer and the address to which payments should be in ide. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, die coat, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow one else to do, anything affecting the Property that is in violation of any Environmental Law. The preciding two sentences shall not apply to the presence, use or storage on the Property of small quantities of Haz dou: Substances that are generally recognized to be appropriate to normal residential uses and to maint, nance

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 the Borrower has actual knowledge. If Borrower learns, on is notified by any governmental or regulatory authority, that any removal or other remediation

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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 20, "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 20, "Environmental Law" means of eral laws and laws of the jurisdiction where the Property is located that relate to health, safety or anvironmental protection.

NON-UNEOP COVENANTS. Borrower and Lender further covenant and agree as follows:

- 21. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's Creach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless 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 whic' the default must be cured; and (d) that failure to cure the default on or before the date specified in the note may result in acceleration of the sums secured by this Security Instrument, foreclosure by judici a proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate and eleration and the right to assert in the foreclosure proceeding the non-existence of a default or any offer 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 thi. Security Instrument without further demand and may foreclose this Security Instrument by jucicial proceeding. Lender shall be entitle to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited 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. Waiver of Homestead. Borrower waives all right of homestead exaction in the Property.
- 24. Riders to this Security Instrument. If one or more riders are ever and 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)

☐ Other(s) [specify]

25. Required HUD Provision. The restrictions contained in this Security Instrument shall automatically terminate if title to the mortgaged property is transferred by foreclosure or deed-in-lieu of fc ec losure, or if the mortgage is assigned to the Secretary of the United States Department of Housing and U.oai. Development.



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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.
On Total Total Park
On Total Total Park
Witness
(Space Below This Line For Acknowledgment)
STATE OF BLING B, INDIANA) COUNTY OF SEEK LAKE) SS
I, Patricia R RIPS d-, a Notary Public in and for the said county
be the same person(s) whose name(s) are/, sy is given to the foreaction instance in the foreaction instance.
day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein so took.
Given under my hand and official seal, this 31ST day of OCTOBER, 2014.
My Commission expires: 10-14-22 (Seal)
Notary Public (signi ture)
PATRICIA KAY KIRSCH Notary Public - Seel
State of Indiana
Lake County
// // // // // // // // // // // // //
MORTGAGE LOAN ORIGINATOR ED COLEMAN
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER 157572
MORTGAGE LOAN ORIGINATION COMPANY CHERRY CREEK MORTGAGE CO., INC.
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER
Initials:
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