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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption

PROPERTY TITLE  
# 2671080

Report Mortgage Fraud  
800-532-8785

Doc#: 1525233090 Fee: \$50.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/09/2015 02:33 PM Pg: 1 of 7



Doc#: 1530922016 Fee: \$54.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/05/2015 08:38 AM Pg: 1 of 9

The property identified as: P/N: 29-22-403-023-0000

**Address:**

**Street:** 16640 South School Street

**Street line 2:**

**City:** South Holland

**State:** IL

**ZIP Code:** 60473

**Lender:** Illinois Housing Development Authority

**Borrower:** Charlotte Griffin

**Loan / Mortgage Amount:** \$5,000.00

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.

S  
P  
S  
SC  
INT

**Certificate number:** E45E515E-095F-4632-A9C1-AA5F22F53912

**Execution date:** 8/14/2015

Being re-recorded to Add correct legal Description

9

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343

This document was prepared by:

Prospect Mortgage, LLC

15301 VENTURA BLVD, SUITE D300

SHERMAN OAKS, CALIFORNIA 91403

When recorded, please return to:

Illinois Housing Development Authority  
401 N. Michigan Avenue, Suite 700  
Chicago, IL 60611

Attn: Home Ownership Programs

(Space Above This Line For Recording Data)

PROPERTY CLERK'S OFFICE  
# 2672680

IHDA 2<sup>ND</sup> Loan # 81409635

## SECOND MORTGAGE

THIS SECOND MORTGAGE ("Security Instrument") is given on AUGUST 14, 2015. The mortgagor(s) is(are) CHARLOTTE GRIFFIN, AN UNMARRIED WOMAN (Borrower(s)).

This Security Instrument is given to ILLINOIS HOUSING DEVELOPMENT AUTHORITY which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 401 N. Michigan Ave., Suite 700, Chicago, IL 60611 ("Lender"). Borrower owes the lender the principal sum of FIVE THOUSAND AND NO/100 DOLLARS (U.S. \$5,000.00). This debt 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 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender the following described property located in COOK County, Illinois:

(Legal description)

which has the address of 16640 SCHOOL STREET, SOUTH HOLLAND, Illinois 60473 ("Property Address"); (street) (city) (zip)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements 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 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:

1. **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.**

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3. **Application of Payments.** Unless applicable law provides otherwise, all payment received by Lender under paragraphs 1 shall be applied first to any amounts advanced under paragraph 7, then to any late charges due under the note and then to principal due.
4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower or Lender, on Borrowers 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 shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to the Security Instrument. If Lender determines that any part of 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. **Hazards 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 the 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 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 shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower 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 shall be 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 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.
- 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 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, 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.
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 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 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 the 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 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 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.

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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 Loan 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 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 will be given written notice of the change in accordance with paragraph 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 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 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 the 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 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 pesticide and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM 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 breach 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 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 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 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 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 exemption in the Property.
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)  
 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 foreclosure, or if the mortgage is assigned to the Secretary of the United States Department of Housing and Urban Development.

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.

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\_\_\_\_\_  
 Witness CHARLOTTE GRIFFIN (Seal) -Borrower

\_\_\_\_\_  
 Witness (Seal) -Borrower

\_\_\_\_\_  
 Witness (Seal) - Borrower

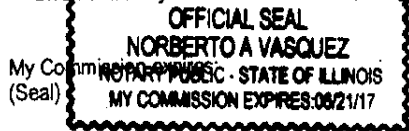
(Space Below This Line for Acknowledgment)

STATE OF ILLINOIS, )  
 COUNTY OF COOK ) SS

I, Norberto A Vasquez, a Notary Public in and for the said county and state, do hereby certify that CHARLOTTE GRIFFIN personally

known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this 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 set forth.

Given under my hand and official seal this 14<sup>th</sup> day of August 2015



[Signature]  
 Notary Public (signature)

Originator Names and Nationwide Mortgage Licensing System and Registry IDs:

Organization: Prospect Mortgage, LLC

NMLSR ID: 3296

Individual: TONY PIERCE

NMLSR ID: 288722

Initials: [Signature]

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## LEGAL DESCRIPTION

THE NORTH 2 FEET OF LOT 83 AND LOT 84 (EXCEPT THE NORTH 2 FEET THEREOF) IN CHAPMAN'S 6TH ADDITION TO TULIP TERRACE, BEING A SUBDIVISION OF PART OF LOT 7 IN COUNTY CLERKS DIVISION OF THE SOUTHEAST 1/4 OF SECTION 22, (RECORDED SEPTEMBER 12, 1888) AND ALSO PART OF LOT 3 AND ALL OF LOT 4 IN OWNERS SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22 TOGETHER WITH THAT PORTION OF SAID EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF AFORESAID LOT 4 IN OWNERS SUBDIVISION; THENCE EAST TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTH TO THE NORTH LINE OF AFORESAID LOT 3 IN OWNERS SUBDIVISION; THENCE WEST TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE NORTH TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUBJECT TO THE FOLLOWING IF ANY:

GENERAL REAL ESTATE TAXES NOT DUE AND PAYABLE AT THE TIME OF CLOSING, COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD, BUILDING LINES AND EASEMENTS SO LONG AS THEY DO NOT INTERFERE WITH THE CURRENT USE AND ENJOYMENT OF THE REAL ESTATE.

Property of Cook County Clerk's Office

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## LEGAL DESCRIPTION

THE NORTH 2 FEET OF LOT 84 (EXCEPT THE NORTH 2 FEET THEREOF) IN CHAPMAN'S 6TH ADDITION TO TULIP TERRACE, BEING A SUBDIVISION OF PART OF LOT 7 IN COUNTY CLERKS DIVISION OF THE SOUTHEAST 1/4 OF SECTION 22, (RECORDED SEPTEMBER 12, 1888) AND ALSO PART OF LOT 3 AND ALL OF LOT 4 IN OWNERS SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22 TOGETHER WITH THAT PORTION OF SAID EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF AFORESAID LOT 4 IN OWNERS SUBDIVISION; THENCE EAST TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTH TO THE NORTH LINE OF AFORESAID LOT 3 IN OWNERS SUBDIVISION; THENCE WEST TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE NORTH TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUBJECT TO THE FOLLOWING IF ANY:

GENERAL REAL ESTATE TAXES NOT DUE AND PAYABLE AT THE TIME OF CLOSING, COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD, BUILDING LINES AND EASEMENTS SO LONG AS THEY DO NOT INTERFERE WITH THE CURRENT USE AND ENJOYMENT OF THE REAL ESTATE.

29-22-403-023-0000

Cook County Clerk's Office



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I CERTIFY THAT THIS  
IS A TRUE AND CORRECT COPY  
OF DOCUMENT # 1525233090

OCT 21 15

  
RECORDED