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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

Doc#: 1825742024 Fee: \$88.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/14/2018 09:25 AM Pg: 1 of 21

The property identified as: **PIN:** 32-30-106-052-0000

Address:

Street: 123 Algonquin St

Street line 2:

City: Park Forest

State: IL

ZIP Code: 60466

Lender: Illinois Housing Development Authority

Borrower: Karen L Kennedy

Loan / Mortgage Amount: \$7,500.00

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.

FIDELITY NATIONAL TITLE 0218024029

Certificate number: 5D82E8EB-B931-4CE9-8B22-9A0B515344FF

Execution date: 9/11/2018

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This document
was prepared by:

First Midwest Bank

300 N Hunt Club Rd

Gurnee, IL 60031

When recorded return to:

Illinois Housing

Development Authority

111 E Wacker Drive STE 1000

Attn: Illinois Hardest Hit Fund

Chicago, IL 60601

Space Above For Recording

IHDA 2ND Loan Number: **3121495**

ILLINOIS HARDEST HIT FUND

Down Payment Assistance Program

SECOND MORTGAGE

THIS SECOND MORTGAGE ("Security Instrument") is given on
September 11, 2018

The mortgagor(s) is (are)

Karen L Kennedy

Single 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 111 E. Wacker Drive, Suite 1000, Chicago, IL 60601 ("Lender").

Borrower owes the Lender the principal sum of Seven Thousand Five Hundred and 00/100 Dollars (U.S. \$7,500.00) pursuant to the Lender's Illinois Hardest Hit Fund Down Payment Assistance Program (the "Program").

This debt is evidenced by Borrower's Mortgage 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

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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)

LOT 13, EXCEPT THE EASTERLY 20 FEET THEREOF AND THE EASTERLY 30 FEET OF LOT 12 IN BLOCK 2 IN VILLAGE OF PARK FOREST AREA 1, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE E J AND E RAILROAD, IN COOK COUNTY, ILLINOIS.

which has the address of

123 Algonquin St Park Forest Illinois 60466 ("Property Address");
(Street Address) (City, State) ZIP

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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.**
3. **Application of Payments.** Unless applicable law provides otherwise, all payment received by Lender under paragraph 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 Borrower's 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, 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 this 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. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which 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

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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 days 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 or change the amount of the monthly 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 cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the 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 on 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.

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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.

8. **Intentionally Deleted.**

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspection of the Property. Lender shall give Borrower notice at the time of or prior to an Inspection specifying reasonable cause for 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 taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be 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 immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount 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 Borrower, or if, after notice by Lender to Borrower that the condemner 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.

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- 11. Borrower Not Released; Forbearance By Lender Not 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 release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several.
- 13. Intentionally Deleted.**
- 14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this "Security Instrument" shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end, the provisions of this Security Instrument and the Note are declared to be severable.
- 16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower/Refinance of First Mortgage Loan.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument 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, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) 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

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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 pesticides 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 note 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. Notwithstanding anything contained in this Security Instrument to the contrary, it is expressly understood and agreed that no partial or full release of this Security Instrument, nor any enforcement or other action hereunder, shall waive, release or otherwise affect any of the restrictions and agreements set forth in the Note or any of the other Loan Documents. Additionally, the restrictions contained in this Security Instrument shall automatically terminate upon the Forgiveness Date, provided a Repayment Event (as defined in the Note) has not occurred.
- 23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.
- 24. Intentionally Deleted.**

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- 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 Security Instrument is assigned to the Secretary of the United States Department of Housing and Urban Development.
- 26. Assumption.** This Security Instrument may not be assumed or assigned (other than as provided in paragraph 19 above).
- 27. Prohibited Transfer.** Without the prior written consent of Lender, the Borrower shall not effect, suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) of the Property (each a "Prohibited Transfer") not in compliance with the terms and conditions of this Security Instrument.
- 28. Total Indebtedness.** At no time shall the principal amount of the indebtedness secured by this Security Instrument, excluding sums advanced to protect the security of this Security Instrument, exceed the original amount of the Note.
- 29. Indemnification of the Lender.** Borrower agrees to defend and indemnify and hold harmless Lender from and against any and all damages, including, but not limited to, any past, present or future claims, actions, causes of action, suits, demands, liens, debts, judgments, losses, costs, liabilities and other expenses, including, but not limited to, reasonable attorneys' fees, costs, disbursements, and other expenses, that Borrower may incur or suffer by reason of or in connection with the Property, except if arising solely due to Lender's gross negligence, willful misconduct or after Lender takes possession of the Property. Borrower further agrees that Lender, if it so chooses, shall have the right to select its own counsel with respect to any such claims.
- 30. WAIVER OF JURY TRIAL.** BORROWER WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER BORROWER OR LENDER, ITS SUCCESSORS AND ASSIGNS, ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROPERTY OR THIS SECURITY INSTRUMENT, AND ACKNOWLEDGES AND AGREES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER TO MAKE THE FORGIVABLE LOAN EVIDENCED BY THE NOTE AND TO ACCEPT THIS SECURITY INSTRUMENT.
- 31. Illinois Mortgage Foreclosure Law.** If any provision in this Security Instrument is inconsistent with any provision of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15 *et seq.* (the "Foreclosure Law"), the provisions of the Foreclosure Law shall take precedence over the provisions of this Security Instrument, but shall not invalidate or render unenforceable any other provision of this Security Instrument that can be construed in a manner consistent with the Foreclosure Law. If any provision of this Security Instrument grants to Lender any rights or remedies upon default of the Borrower that are more limited than the rights that would otherwise be vested in Lender under the Foreclosure Act in the absence of that provision, Lender shall be vested with the rights granted in the Foreclosure Law to the fullest extent permitted by law.

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32. **Senior Loan.** Borrower has a senior loan from a senior lender (the "Senior Lender") secured by a senior mortgage or mortgages on the Property as disclosed to the Lender (collectively, the "Senior Instruments"). Lender acknowledges that this Security Instrument is junior and subordinate to the lien of the Senior Instruments. Borrower covenants and agrees to comply with all of the terms and provisions of the Senior Instruments. Borrower shall give Lender a copy of all notices given to Borrower with respect to any of the Senior Instruments within fifteen (15) business days after receiving such notice. Borrower shall not, without the prior written consent of Lender, enter into any modification, extension, amendment, agreement or arrangement in connection with any of the Senior Instruments. In the event Borrower is declared by the holder of any of the Senior Instruments to be in default with respect to any requirement of any of the Senior Instruments, Borrower agrees that said default shall constitute a default hereunder and under this Security Instrument and the Loan Documents. Upon the occurrence of such default, in addition to any other rights or remedies available to Lender, Lender may, but need not, make any payment or perform any act required to cure or attempt to cure any said default under any of the Senior Instruments in any manner and form deemed expedient by Lender. Lender shall not be responsible for determining the validity or accuracy of any claim of default made by the Senior Lender under the Senior Instruments and the payment of any sum by Lender in curing or attempting to cure any alleged default or omission shall be presumed conclusively to have been reasonable, justified and authorized. Any inaction on the part of the Lender shall not be construed as a waiver of any right accruing to Lender on account of any default hereunder.

[SIGNATURE PAGE TO FOLLOW]

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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.

Karen L Kennedy
BORROWER SIGNATURE

Karen L Kennedy
BORROWER PRINTED NAME

CO-BORROWER SIGNATURE

CO-BORROWER PRINTED NAME

CO-BORROWER SIGNATURE

CO-BORROWER PRINTED NAME

Property of Cook County Clerk's Office

~ ACKNOWLEDGEMENT ~

STATE OF IL }
COUNTY OF Cook }

I *Rebecca M Rusch*, a Notary Public in and for the said county and State, do hereby certify that

Karen L Kennedy personally

Known to me as 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 11th day of September 2018.



Notary Seal

9/28/18
My Commission Expires

Rebecca M Rusch
Notary Public (signature)

Originator Names Nationwide Mortgage Licensing System and Registry IDs

Organization: First Midwest Bank NMLSR ID: 423112

Individual: Michael William Bugajski NMLSR ID: 231181

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EXHIBIT A

Order No.: OC18024029

For APN/Parcel ID(s): 32-30-106-052-0000

For Tax Map ID(s): 32-30-106-052-0000

LOT 13, EXCEPT THE EASTERLY 20 FEET THEREOF AND THE EASTERLY 30 FEET OF LOT 12 IN BLOCK 2 IN VILLAGE OF PARK FOREST AREA 1, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE E J AND E RAILROAD, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

UNOFFICIAL COPY**PREPARED BY AND WHEN
RECORDED RETURN TO:**

First Midwest Bank
300 N Hunt Club Rd
Gurnee, IL 60031

**OWNER-OCCUPIED
RETENTION AGREEMENT**STATE OF Illinois

THIS RETENTION AGREEMENT ("Agreement") is effective as of the disbursement date, the 11th day of September, 2018 (hereinafter the "Effective Date"), between Karen L Kennedy, Single Woman, (hereinafter "Owner," whether one or multiple individuals are named), acquiring the property at the address of 123 Algonquin St Park Forest, IL 60466 and First Midwest Bank ("Member"), having an address of 300 N Hunt Club Rd Gurnee, IL 60031.

RECITALS:

WHEREAS, the Federal Home Loan Bank of Chicago (the "Bank"), pursuant to regulations, including, without limitation, those contained in 12 CFR Part 1291 (the "AHP Regulations") promulgated by the Federal Housing Finance Agency, has established its Affordable Housing Program, including a set-aside program consisting of the Downpayment Plus[®] Program and the Downpayment Plus Advantage[®] Program (collectively "DPP"), which provides grants (or subsidies) to income-eligible home buyers for use as down payment, closing cost, counseling, or rehabilitation assistance in connection with the household's purchase or rehabilitation of an owner-occupied unit to be used as the household's primary residence, and the Competitive AHP ("Competitive"), which provides subsidies to competitively awarded projects, for use in the purchase, construction, or rehabilitation of an owner-occupied project by or for very low-, low-, or moderate-income households.

WHEREAS, each member of the Bank that participates in the Affordable Housing Program is required to service and release this Agreement and to facilitate the repayment of any grants or other subsidized assistance in connection with unused or improperly used subsidies.

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WHEREAS, the Bank, through Member, is providing a Subsidy (as hereinafter defined) in connection with the purchase or rehabilitation of that certain real property as described on Exhibit A, attached hereto, and made a part hereof (the "Property") in accordance with its Affordable Housing Program.

WHEREAS, the parties desire to, among other things, set forth those conditions and circumstances whereby the Bank shall be entitled to the repayment of funds in connection with the Bank's provision, through Member, of the Subsidy (as hereinafter defined) to Owner.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Subsidy. As of the Effective Date of this Agreement, the parties acknowledge and agree that Member has caused the disbursement of the proceeds of a subsidy to Owner in the amount of Six Thousand Dollars (\$ 6,000.00)] (the "Subsidy") in connection with the [acquisition/rehabilitation] of the Property.

2. Retention/Retention Period. Owner hereby acknowledges and agrees that Owner's receipt of the Subsidy is hereby conditioned upon Owner's acceptance of those restrictions with respect to the sale or refinancing of the Property in order to ensure that the Subsidy is used for the [acquisition/rehabilitation] of housing that is defined as affordable housing by 12 C.F.R. Part 1291. In order to qualify and maintain the Subsidy, Owner shall comply with the terms and provisions set forth in this Agreement for a period of five (5) years from the Effective Date of this Agreement (the "Retention Period").

3. Owner's Representations and Warranties. Owner hereby represents and warrants to Bank and Member the following:

- (a) Use of Subsidy. Owner shall use the Subsidy to fund the costs of [acquiring/rehabilitating] the Property in compliance with (i) the AHP Regulations and (ii) the Affordable Housing Program Implementation Plan, guidelines, policies, procedures, and requirements of the Bank or any successor in interest to the Bank, as may be in effect from time to time (collectively, the "AHP Policies"). Except as specifically set forth in this Agreement, the Subsidy may be retained by Owner without any obligation of repayment; and
- (b) Notice of Sale or Refinance Prior to Expiration of Retention Period. Owner hereby acknowledges and agrees that, in the event of any sale (including transfer or assignment) or refinancing of the Property occurring prior to the end of the Retention Period, Owner shall provide notice to Member, in writing, at the address set forth above, or to such other address as otherwise directed by Member.

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4. Bank's Right to Repayment. Owner hereby acknowledges that if, prior to the expiration of the Retention Period, the Property is sold to a third-party purchaser or the Property is refinanced, in either case the sale or refinancing resulting in a net gain, Owner shall repay to the Bank the *pro rata* share of the Subsidy from any net gain on the sale or refinancing, with repayment of the unforgiven Subsidy as follows: 1/60th of the Subsidy awarded to Owner is to be repaid for each full month remaining in the Retention Period. No credit will be given for partial months of ownership. The amount of the Subsidy to be repaid shall not exceed the net gain on the sale or refinancing, as defined by the Bank's repayment policy at the time of the sale or refinancing of the Property, as the case may be. Net gain shall be computed by the Bank (or its agent or servicer) based upon its review of the HUD Settlement Statement (or equivalent) applicable to such sale or refinancing transaction. Member shall facilitate reimbursement of the amount of the Subsidy to be repaid. Payment shall be made to the Federal Home Loan Bank of Chicago, 200 E Randolph Drive, Chicago, IL 60601.

5. Events of Non-Repayment. Owner hereby acknowledges the following:

(a) Sale of Property to an Eligible Third Party. If Owner sells the Property, prior to the end of the Retention Period, to a person or family whose income meets the eligibility requirements for participation in the Affordable Housing Program, then Owner shall not be required to repay any portion of the Subsidy.

(b) Refinancing during the Retention Period. In the event that Owner refinances prior to the end of the Retention Period, and the Property remains subject to the encumbrance created by this Agreement, or another legally enforceable retention agreement or mechanism as permitted under the AHP Policies, then Owner shall not be required to repay any portion of the Subsidy.

(c) Affordable Housing Program Advance. In the event that Owner sells or refinances the Property prior to the end of the Retention Period, and such Property was assisted with a permanent mortgage loan funded by an Affordable Housing Program subsidy advance, then Owner shall not be required to repay any portion of the Subsidy.

6. Senior Loan/Subordination. Member hereby agrees that, during the Retention Period, this Agreement and the terms and provisions herein are and shall be subordinate and junior to any lien or security interest of any existing or subsequent mortgage or encumbrance (including, without limitation, any and all renewals, extensions, increases, supplements, amendments, modifications, or replacements thereof) recorded against the Property in the county where the Property is located.

7. Termination Events. The parties hereby acknowledge and agree that the following events shall constitute a Termination Event, which shall be evidenced by a recorded release, pursuant to Section 8:

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- (a) In the event the Property is foreclosed upon or conveyed by deed in lieu of foreclosure; or
- (b) In the event that the FHA-insured first mortgage is assigned to the Secretary of the U.S. Department of Housing and Urban Development ("HUD"); or
- (c) Upon the death of Owner prior to the end of the Retention Period, even if the property is transferred to the heirs of the deceased Owner, by sale, assignment, or otherwise.
- (d) Upon the expiration of the Retention Period.

8. Release Caused by Termination Event. In common with the commencement of a Termination Event, and after confirming that no repayment is owed by Owner pursuant to the terms of this Agreement, Member shall record a release of this Agreement with the register of deeds of the county in which the Property is located.

9. Request for Additional or Required Information. Within fifteen (15) days of Member's request, Owner agrees to provide Member with any and all information that Member deems to be necessary to release Owner from its repayment obligations under this Agreement.

10. Notices. All notices shall be in writing. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal service evidenced by a signed receipt (or refusal to accept delivery) or sent by registered or certified mail, return receipt requested, or via overnight courier, and shall be effective upon proof of delivery (or refusal to accept delivery) or via email followed by U.S. mail. Such written notices shall be addressed to the addresses as set forth above for each respective party, unless otherwise directed to another address by such party.

11. Definitions.

"Owner" shall mean and include all Owners, whether one or more.

12. Recording. This Agreement shall be recorded against the Property in the county of which the Property is located.

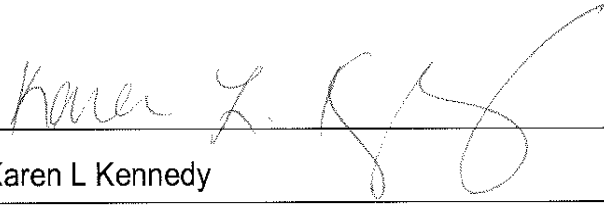
13. Counterparts. This Agreement may be executed by the parties in counterparts, each of which shall be deemed an original, and when taken together, shall constitute one agreement.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE AND
ACKNOWLEDGEMENT PAGES TO FOLLOW]*

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

Name of Owner(s): Karen L Kennedy

Signed: 
Name: Karen L Kennedy

Signed: _____
Name: _____

Name of Member: First Midwest Bank

Signed: 
Name: Laurie Engels
Title: Officer

Property of Cook County Clerk's Office

UNOFFICIAL COPY

OWNER ACKNOWLEDGMENT

STATE OF IL _____)

: SS.

Cook _____ COUNTY)

Personally came before me this 11th day of September, 2018, the above named Karen J Kennedy and to me known to be the person who executed the foregoing instrument and acknowledged the same.



Rebecca M Rusch

Notary Public

Cook _____ County, IL

My commission expires: 8/28/19

OWNER ACKNOWLEDGMENT

STATE OF _____)

: SS.

_____ COUNTY)

Personally came before me this _____ day of _____, 20____, the above named _____ and to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public

County, _____

My commission expires: _____

UNOFFICIAL COPY

MEMBER ACKNOWLEDGMENT

STATE OF IL)

:SS.

Lake COUNTY)

Personally came before me this 11th day of September, 2018, the above named Laurie Engels and to me known to be the person who executed the foregoing instrument and acknowledged the same.



Caroline Beadle
Notary Public
Lake County, IL

My commission expires: 6/3/19

THIS INSTRUMENT DRAFTED BY:

Name of Member: First Midwest Bank

Signed: Jenny Fugelseth

Name: Jenny Fugelseth

UNOFFICIAL COPY

EXHIBIT A

Legal Description of the Property

P.I.N.: 32-30-106-052-0000

Common Address: 123 Algonquin St Park Forest, IL 60466

Legal Description: LOT 13, EXCEPT THE EASTERLY 20 FEET THEREOF AND THE EASTERLY 30 FEET OF LOT 12 IN BLOCK 2 IN VILLAGE OF PARK FOREST AREA 1, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE E J AND E RAILROAD, IN COOK COUNTY, ILLINOIS.