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Illinois Anti-Predatory **Lending Database Program**

Certificate of Exemption

Doc#. 1900804003 Fee: \$74.00

Edward M. Moody

Cook County Recorder of Deeds Date: 01/08/2019 09:19 AM Pg: 1 of 14



Report Mortgage Fraud 844-768-1713

The property identified as:

PIN: 06-23-216-031-0000

Address:

Street:

114 MAYFIELD DR

Street line 2:

City: STREAMWOOD

ZIP Code: 60107

Lender: ILLINOIS HOUSING DEVELOPMENT AUTHORITY

Borrower: LAUREN KATZ AND MICHAEL KATZ

Loan / Mortgage Amount: \$7,500.00

Clark's 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

5018032814

Certificate number: 43FE29FC-F100-42EA-956A-1FEDF189F2A2

Execution date: 1/3/2019

This document was prepared by:

DRAPER AND KRAMER MORTGAGE CORP. 1431 OPUS PL., SUITE 200 DOWNERS GROVE, IL 60515 (877) 353-8472

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: _ ILLINOIS HARDEST HIT FUND Down Payment Assistance Program

Loan #: 3125270 PIN: 06-23-216-031-0000

SECOND MORTGAGE THIS SECOND MORTGAGE ("Security Instrument") is given on JANUARY 3, 2019.

The mortgagor(s) is (are) LAUREN KATZ AND MICHALL KATZ, WIFE AND HUSBAND ("Borrower(s)"),

This Security Instrument is given to ILLINOIS HOUSING DEVEL OPMENT 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 and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under 121 agraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements ur der 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)

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A". which has the address of

114 MAYFIELD DR, STREAMWOOD, IL 60107 ("Property Address");

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

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- 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 inforcement 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 of 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 withheir 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 Ler der 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 pro ap.ly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceed; 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 ?0-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 or the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security

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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 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 whitever 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 a torney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender dees not have to do so.

Any amounts disbursed by Levier 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 male reasonable entries upon and inspection of the Property. Lender shall give Borrower notice at the time of or prior to ar 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 amplied 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 our 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 (a) 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 to in the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or taless 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 condender 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.

- 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

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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 Lineficial 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 sale of this Security Instrument.

If Lender exercises this option, Lender shall give Por ower 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.

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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 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; Remodies. 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 im necliate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Secur ty Instrument by judicial 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 recorder on 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 welve, 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 rreperty.
- 24. Intentionally Deleted.
- 25. Required HUD Provision. The restrictions contained in this Security Instrument shall automa ical'y 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,

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liens, debts, judgments, losses, costs, tiabilities 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 in trument 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.
- 32. Senior Loan. Borrower has a senior be a 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 subc dinate 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 Senier 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 Schior 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 herounder 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 Sonio 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.

~ACKNOWLEDGEMENT~

STATE OF ILLINOIS

COUNTY OF COOK

DESIREPU , a Notary Public in and for the said county and State, do hereby certify that LAUREN KATZ AND MICHAEL KATZ, WIFE AND HUSBAND personally known to me as the same person(s) whose name(s) is/are subscribed to the feeegoing 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 3RD day of JANUARY, 2019. 004 COUL

"OFFICIAL SEAL" **DESIREE WILSON**

Notary Public, State of Illinois My Commission Expires 5/23/2022

JANUARY 3, 2019

Notary Seal

My Commission Expires

Notary Public (signature)

Originator Names Nationwide Mortgage Licensing System and Registry IDs

Individual Loan Originator: LETICIA AVINA, NMLSR ID: 188284

Loan Originator Organization: DRAPER AND KRAMER MORTGAGE CORP., NMLSR ID: 2551

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EXHIBIT A

Order No.: SC18032814

For APN/Parcel ID(s): 06-23-216-031 For Tax Map ID(s): 06-23-216-031-0000

LOT 1627 IN WOODLAND HEIGHTS UNIT FOUR, BEING A SUBDIVISION IN SECTION 23 AND 24, TOWNS 1.12 11 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO OF RESON JUL THE PLAT IMPREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLE OF COOK COUNTY, ILLINO'S ON JULY 14, 1960, AS DOCUMENT NUMBER 1931799, IN COOK COUNTY,

ILLINOIS.

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Illinois Housing Development Authority

MORTGAGE RIDER

NOTICE TO MORTGAGOR

Loan #: 3125270

THE PROVISIONS OF THIS RIDER SUBSTANTIALLY MODIFY THE TERMS OF THE LOAN. DO NOT SIGN THE NOTE OR THE SECURITY INSTRUMENT UNLESS YOU READ AND UNDERSTAND THESE PROVISIONS.

RIDER TO MORTGAGE BY AND BETWEEN THE LAUREN KATZ AND MICHAEL KATZ, WIFE AND HUSBAND

(THE "MORTGAGOR(S)")

AND

DRAPER AND KPAMIR MORTGAGE CORP...

(THE "LENDER")

The Mortgagor is executing simultaneously herewith that certain mortgage, dated JANUARY 3, 2019

(the "Security Instrument") to secure a loan (the "Loan") made by DRAPER AND KRAMER MORTGAGE CORP.

(The "LENDER")

in the amount of \$7,500.00 to the Mortgager, evidenced by a note (the "Note") of even date herewith. It is expected that the Loan will be purchased or securitized by the Illing is lousing Development Authority (the "Authority"). It is a condition of the making of the Loan that the Mortgagor execute this I ide r.

In consideration of the respective covenants of the parties cor cained in the Security Instrument, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged, Mortgagor and Lender further mutually agree as follows:

- 1. The rights and obligations of the parties to the Security Instrument and the Note are expressly made subject to this Rider. In the event of any conflict between the provisions of this Lider and the provisions of the Security Instrument and the Note, the provisions of this Rider shall control.
- 2. Notwithstanding the provisions of Paragraph 5 of the Security Instrument, in Mortgagor agrees that the Lender or the Authority, as applicable, may, at any time and without prior notice, accelerate all payments due under the Security Instrument and Note, and exercise any other remedy allowed by law for breach of the Security Instrument or Note, if (a) the Mortgagor sells, rents or fails to occupy the property described in the Security Instrument as his or her permanent and primary residence; or (b) the statements made by the Mortgagor in the Affidavit of Buyer (Illinois Housing Development Authority Form MP-6A) are not true, complete and correct, or the Mort sagor fails to abide by the agreements contained in the Affidavit of Buyer; or (c) the Lender or the Authority finds any state ment contained in that Affidavit to be untrue. The Mortgagor understands that the agreements and statements of iac. contained in the Affidavit of Buyer are necessary conditions for the granting of the Loan.



ILLINOIS HOUSING DEVELOPMENT AUTHORITY



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3. The provisions of this Rider shall apply and be effective only at such times as the Authority securitizes your loan or is the holder of the Security Instrument and the Note, or is in the process of securitizing or purchasing the Security Instrument and the Note. If the Authority does not securitize or purchase the Security Instrument and the Note, or if the Authority sells or otherwise transfers the Security Instrument and the Note to another individual or entity, the provisions of this Rider shall no longer apply or be effective, and this Rider shall be detached from the Security Instrument.

Lamer X at 1-3-19

- BORROWER -, LAUREN KATZ - DATE -

BORROWER - NICHAEL KETZ DATE -



ILLINOIS
HOUSING
DEVELOPMENT
AUTHORITY

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CORRECTION AGREEMENT - LIMITED POWER OF ATTORNEY

KATZ Loan #: 3125270

ACONTS ONE

On JANUARY 3, 2019, the undersigned borrower(s), for and in consideration of the approval, closing and funding of their mortgage loan (# 3125270), hereby grant FIDELITY NATIONAL TITLE COMPANY LLC as settlement agent and/or DRAPER AND KRAMER MORTGAGE CORP. as lender limited power of attorney to correct and/or execute or initial all typographical or clerical errors discovered in any or all of the closing documentation required to be executed by the undersigned at settlement. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf.

THIS LIMITED POWER OF ATTORNEY MAY NOT BE USED TO INCREASE THE INTEREST RATE THE UNDERSIGNED IS PAYING, INCREASE THE TERM OF THE UNDERSIGNED'S LOAN, INCREASE THE UNDERSIGNED'S OUTSTANDING PRINCIPAL BALANCE OR INCREASE THE UNDERSIGNED'S MONTHLY PRINCIPAL AND INTEREST PAYMENTS. Any of these specified changes must be executed directly by the undersigned.

This limited power of attorney shall automatically terminate 120 days from the closing date of the undersigned's mortgage loan.

IN WITNESS WHEREOF, the undersigned I ave executed this Limited Power of Attorney as of the date and year first above referenced.

- BORROWER

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BORROWER - MICHAEL KATZ

\ DATE

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111 E. Wacker Drive Suite 1000 Chicago, IL 60601 312.836.5200 Bruce Rauner, Governor

KATZ

Loan #: 3125270

Dear Borrower,

Congratulations on the purchase of your new home! The Illinois Housing Development Authority (the "Authority") is committed to the financing of single family housing and as a new customer we want to take this opportunity to welcome you to the Authority. We recognize the need to work closely with our borrowers and hope you will find the information provided herein helpful to you

Your second loan was finenced to assist you with your down payment needs and the Note made by you in connection with the second loan is secured by Second Mortgage. Please review your Note carefully and understand the payment terms you are obligated to.

A second letter will soon follow that will provide you with further direction regarding the servicing of your second loan. If you have any questions or any changer that may impact notices you will receive during the term of your second loan, please contact

Illinois Housing D :velopment Authority

111 E. Wacker Dr. Sure 1900 Chicago, Illinois 60601 Attention: Homeownersin, Department

We may also be contacted directly at Mortgage@ihda.org Or call us at (877) 456-2656. Thank you in advance for your SUNTY CIENTS OFFICE cooperation and we look forward to servicing your future needs.

Sincerely.

Tara Pavik

Managing Director of Homeownership

Acknowledged this _

11/26

BORROWER MICHAEL

Financing the creation and preservation of affordable housing

18830.7

1stHome - 016.1



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3125270

State of ILLINOIS

County of COOK

This instrument was acknowledged before me on JANUARY 3, 2019.

Notary Public

DESIREE WILSON

Ni tary Public, State of Illinois My Commission Expires 5/23/2022

"OFFICIAL SEAL"

My Commission Expires:

Poly Or Cook Colling Clerk's Office

05/23/2022