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Illinois Anti-Predatory
Lending Database
Program *3073*

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



1922745118

Doc# 1922745118 Fee \$88.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 08/15/2019 02:55 PM PG: 1 OF 8

The property identified as: **PIN: 31-17-106-002-0000**

Address:

Street: 50 Willow Road

Street line 2:

City: Matteson

State: IL

ZIP Code: 60443

Lender: Cook County Bureau of Economic Development

Borrower: John Thomas Lee, II

Loan / Mortgage Amount: \$7,790.00

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.

Mail To:

Carrington Title Partners, LLC
1919 S. Highland Ave., Ste 315-B
Lombard, IL 60148
(630)317-0049

2019-1171 SP

Certificate number: 1EB71595-3473-45A2-BC65-69B3E43A27EC

Execution date: 8/15/2019

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Prepared by:

(For Recorder's Use Only)~~ONCE RECORDED, PLEASE RETURN~~TO: Wintrust Mortgage / *Jon B.*
9700 W. Higgins, Suite 300

Rosemont, IL 60018

Attention: Cook County Assistance Program

**Cook County Bureau of Economic Development
Cook County Homebuyer Assistance Program
Second Mortgage (Subordinate Lien)**

2nd Loan Date:	08/13/2019
2nd Loan Maturity Date:	08/13/2026
Borrower(s):	John Thomas Lee II , An Unmarried Man
Property Address:	50 WILLOW RD, Matteson, IL 60443
Second Loan Lender:	Cook County Bureau of Economic Development
First Loan Servicer:	Wintrust Mortgage, a division of Barrington Bank & Trust Company, N.A.
Second Loan Amount (\$):	7,790.00

This Second Mortgage (this "Second Mortgage") is made as of the date of this document. The Borrower(s) and the Property Address are shown above. The Second Loan Lender (the "Lender") and beneficiary is the Cook County Bureau of Economic Development whose address is 118 N Clark Street, Chicago IL 60612 acting on behalf of Cook County, a unit of government duly formed and organized under the laws of the State of Illinois. This Second Mortgage is the security instrument for a Second Promissory Note originated on this date by the First Loan Lender under the Cook County Homebuyer Assistance Program (the "Program") to provide a second mortgage loan (the "Second Loan") to finance all or a portion of the down payment and closing costs related to a first mortgage loan (the "First Loan") towards the purchase of the residence located at the Property Address above and constituting the Borrower's principal residence (the "Property").

1. BORROWER, IN CONSIDERATION OF THE INDEBTEDNESS HEREIN RECITED AND THE TRUST HEREIN CREATED HEREBY IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to the Lender and its successors and assigns, in trust, with power of sale and right of entry and possession, all of Borrower's right, title and interest now held or hereafter acquired in and to the following: (a) all of that certain real property (the "Property") located in the County of Cook, State of Illinois, as described below:

SEE ATTACHED SCHEDULE A LEGAL DESCRIPTION

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for which the Property Address is listed above, which is incorporated herein by this reference; and (b) all buildings, improvements and fixtures now or hereafter erected thereon, and all appurtenances, easements, and articles of property now or hereafter affixed to, placed upon or used in connection with the Property, together with all additions to, substitutions for, changes in or replacements of the whole or any part of said articles of property (all of which real and personal property are sometimes referred to as the "Property"); all of which are hereby pledged and assigned, transferred, and set over onto the Lender, and for purposes of this Second Mortgage declared to be part of the realty; provided, however, that furniture and other personal property of Borrower now or hereafter situated on said real property are not intended to be included as part of the Property.

2. BORROWER HEREBY ABSOLUTELY, UNCONDITIONALLY AND IRREVOCABLY ASSIGNS to the Lender all rents, royalties, issues, accounts and profits of or relating to the Property. This assignment is absolute, primary and direct and is not intended to be a separate or secondary pledge, or other form of additional security, and no further act or step is or shall be required of the Lender to perfect this assignment. This assignment shall not impose upon the Lender any duty to cause the Property to produce rents nor shall the Lender be deemed to be a mortgagee in possession by reason thereof for any purpose.

3. THE ABOVE GRANT, TRANSFER, AND ASSIGNMENTS ARE FOR THE PURPOSE OF SECURING:

Payment of the indebtedness evidenced by that certain promissory note of Borrower of even date herewith and titled "Second Promissory Note (the "Second Promissory Note") of Borrower in the Second Loan Amount listed above, together with interest on such indebtedness according to the terms of the Second Promissory Note, and any and all amendments, modifications, extensions or renewals of the Second Promissory Note.

4. TO PROTECT THE SECURITY OF THIS SECOND MORTGAGE, BORROWER AGREES:

4.1 *Maintenance of the Property.* (a) To keep the Property in a decent, safe, sanitary, tenantable condition and repair and permit no waste thereof; (b) not to commit or suffer to be done or exist on or about the Property any condition causing the Property to become less valuable; (c) not to remove, demolish or structurally alter any buildings and improvements now or hereinafter located on the Property; (d) to repair, restore or rebuild promptly any buildings or improvements on the Property that may become damaged or be destroyed while subject to the lien of this Second Mortgage; (e) to comply with all applicable laws, ordinances and governmental regulations affecting the Property or requiring any alteration or improvement thereof; and not to suffer or permit any violations of any such law, ordinance or governmental regulation, nor of any covenant, condition or restriction affecting the Property; (f) not to initiate or acquiesce in any change in any zoning or other land use or legal classification which affects any of the Property without the Lender's written consent; and (g) not to alter the use of all or any part of the Property without the prior written consent of the Lender.

4.2 *Insurance.* To keep the Property insured against loss or damage by fire and such other hazards, casualties and contingencies and by such companies, on such forms and in the amount of the replacement cost of the buildings or improvements on the Property.

4.3 *Payment of Taxes and Utility Charges.* To pay, at least ten (10) days prior to delinquency, all taxes and assessments, both general and special, fines, penalties, levies and charges of every type or nature levied upon or assessed against any part of the Property.

4.4 *Payment and Discharge of Liens.* Borrower shall pay, when due, all claims of every kind and nature which might or could become a lien on the Property or any part thereof and will not at any time create or allow to exist any lien on the Property or any part thereof of any kind or nature other than this Second Mortgage; provided, however, that the following are excepted from this prohibition: (a) liens for taxes and assessments which are not delinquent although by law are given the status of a lien, and (b) such of the above claims as are, and only during the time they are, being contested by Borrower in good faith and by appropriate legal proceedings, and (c) such deeds of trust as are approved by the Lender in writing. Borrower shall post

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security for the payment of these contested claims as may be requested by the Lender. Borrower shall not default in the payment or performance of any obligation secured by a lien, mortgage or deed of trust which is superior to this Second Mortgage.

5. IT IS MUTUALLY AGREED THAT:

5.1 *Awards and Damages.* All judgments, awards of damages, settlements and compensation made in connection with or in lieu of (a) taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (b) any damage to or destruction of the Property or any part thereof by insured casualty, and (c) any other injury or damage to all or any part of the Property, are hereby assigned to and shall be paid to the Lender. The Lender is authorized and empowered (but not required) to collect and receive any such sums and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as Lender shall determine at its option. The Lender shall be entitled to settle and adjust all claims under insurance policies provided under this Second Mortgage and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. All or any part of the amounts so collected and recovered by the Lender may be released to Borrower upon such conditions as the Lender may impose for its disposition. Application of all or any part of the amounts collected and received by the Lender or the release thereof shall not cure or waive any default under this Second Mortgage. If the Property is abandoned by Borrower, or if, after notice by the Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date such notice is mailed, the Lender is authorized to collect and apply the proceeds, at the Lender's option, either to restoration or repair of the Property or to the sum secured by this Second Mortgage.

5.2 *Prohibition on Transfer of Interests.* Borrower shall not make any sale, lease, conveyance of the Property in any form, or any part thereof or interest therein, without the prior written consent of the Lender. The Lender may decline to give such consent in its sole discretion.

5.3 *Repayment of Second Promissory Note/Forgiveness.* The indebtedness secured by this Second Mortgage is a deferred payment obligation and is payable pursuant to the terms set forth in the Second Promissory Note. Repayment of the Second Promissory Note is subject to principal forgiveness over the seven (7) year term, 1/84th for each full month the Borrower resides in the home pursuant to the terms set forth in the Second Promissory Note. The Borrower shall repay to the Lender the principal due under the Second Promissory Note on the earliest of the following occurrences:

- (a) The first note and first deed of trust recorded concurrently herewith and which is an encumbrance on the Property is a first priority lien interest position ("First Note" and First Mortgage") are paid in full prior to the Second Loan maturity date.
- (b) First Note and First Mortgage on the Property are refinanced. The Lender is under no obligation to subordinate its Second Promissory Note and this Second Mortgage to allow the Borrower to refinance the First Note and First Mortgage at a lower loan rate.
- (c) The First Note and First Mortgage are assumed.
- (d) Title to the Property is transferred.
- (e) The First Note and First Mortgage on the Property become due and payable for any reason in accordance with the terms of the Second Promissory Note.

5.4 *Sale or Forbearance.* No sale of the Property, forbearances on the part of Lender or extension of the time for payment of the indebtedness hereby secured shall operate to release, discharge, waive, modify, change or affect the liability of Borrower either in whole or in part.

5.5 *Lender's Rights to Release.* Without affecting the liability of any person for payment of any indebtedness hereby secured (other than any person released pursuant hereto), including without limitation

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any one or more endorsers or guarantors, and without affecting the lien hereof upon any of the Property not released pursuant hereto, at any time and from time to time without notice: (a) the Lender may, at its sole discretion, (i) release any person now or hereafter liable for payment of any or all such indebtedness, (ii) extend the time for or agree to alter the terms of payment of any or all of such indebtedness, and (iii) release or accept additional security for such indebtedness, or subordinate the lien or charge hereof; and (b) The Lender, acting pursuant to the written request of the Lender, may reconvey all or any part of the Property, consent to the making of any map or plat thereof, join in granting any easement thereon, or join in any such agreement of extension or subordination.

5.6 *Reconveyance.* Upon written request of the Lender stating that all sums and obligations secured hereby have been discharged, or otherwise as requested in writing by the Lender, and upon surrender of this Second Mortgage and the Second Promissory Note and any additional loan notes to the Lender for cancellation, and upon payment to the Lender of its fees and expenses, The Lender shall reconvey, without warranty, the Property or that part thereof then held hereunder. The recitals in any reconveyance shall be conclusive proof of their truthfulness and the grantee in any such reconveyance may be described "as the person or persons legally entitled thereto." When the Property has been fully reconveyed, the last such reconveyance shall operate as a reassignment of all of the rents, royalties, issues, accounts and profits of the Property to the person or persons legally entitled thereto unless such reconveyance expressly provides to the contrary.

6. EVENTS OF DEFAULT

6.1 *Events of Default.* Any one or more of the following events shall constitute a default under this Second Mortgage: (a) failure of Borrower to observe or to perform any covenant, condition or agreement to be observed or performed by Borrower pursuant to this Second Mortgage; or (b) the occurrence of any event which, under the terms of the Second Promissory Note, shall entitle Lender to exercise the rights or remedies thereunder; or (c) the occurrence of any event of default under the terms of any superior note or deed of trust on the Property, including but not limited to the First Lien as defined in the Second Promissory Note.

6.2 *Acceleration and Sale.*

(a) *Acceleration.* In the event of any default the Lender, without demand on Borrower, may declare all sums hereby secured immediately due and payable by notice thereof to Borrower or by executing and recording or by causing the Lender to execute and record a notice of default and election to cause the Property to be sold to satisfy the obligations secured hereby or by the commencement of an appropriate action to foreclose this Second Mortgage or by any other appropriate manner;

(b) *Sale.* After delivery to the Lender of a notice of default and demand for sale and after the expiration of such time and the giving of such notice of default and sale as may then be required by law, and without demand on Borrower, the Lender shall sell the Property at the time and place of sale fixed by it in said notice of sale, at public auction to the highest bidder for cash in lawful money of the United States of America, payable at time of sale. The Lender may postpone sale of all or any portion of the Property by public announcement at such time and place of sale and from time to time thereafter may postpone such sale by public announcement at the time and place fixed by the preceding postponement. Any person, including Borrower or Lender, may purchase at such sale. Upon such sale by the Lender it shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty expressed or implied.

The recitals in such deed of any matters or facts shall be conclusive proof of their truthfulness. Upon sale by the Lender, and after deducting all costs, expenses and fees of the Lender and of this Second Mortgage, the Lender shall apply the proceeds of sale to the payment of the principal indebtedness hereby secured, whether evidenced by the Second Promissory Note or otherwise, or representing advances made or costs or expenses paid or incurred by the Lender under this Second Mortgage, or any other instrument evidencing or securing any indebtedness hereby secured and to the payment of all other sums then secured hereby, including interest as provided in this Second Mortgage, or any other instrument evidencing or securing

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any indebtedness hereby secured, in such order as the Lender shall direct; and then the remainder, if any, shall be paid to the person or persons legally entitled thereto.

6.3 *Attorney's Fees.* If the Lender shall be made a party to or shall intervene in any action or proceeding affecting the Property or the title thereto or the interest of the Lender under this Second Mortgage, the Lender shall be reimbursed by the Borrower, immediately and without demand, for all reasonable costs, charges and attorney's fees incurred by them or either of them in any such case whether or not suit be commenced, and the same, together with interest thereon from the date of payment at the rate of ten percent (10%) per annum.

6.4 *Exercise of Remedies; Delay.* No exercise of any right or remedy by the Lender hereunder shall constitute a waiver of any other right or remedy herein contained or provided by law, and no delay by the Lender in exercising any such right or remedy hereunder shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

6.5 *Assignment.* The irrevocable power to assign this Second Mortgage is hereby expressly granted to the Lender, to be exercised at any time hereafter, without specifying any reason therefor by filing for record in the office where this Second Mortgage is recorded a deed of appointment, and said power of assignment may be exercised as often as and whenever the Lender deems advisable. The exercise of said assignment, no matter how often, shall not be deemed an exhaustion thereof, and upon recording of such deed or deeds of appointment, the party to whom such an assignment was granted shall thereupon, without further act or deed of conveyance, succeed to and become fully vested with identically the same title and estate in and to the Property hereby conveyed and with all the rights, powers, trusts and duties of the predecessor in the trust hereunder, with the like effect as if originally named as the Lender.

6.6 *Remedies Cumulative.* No remedy herein contained or conferred upon the Lender is intended to be exclusive of any other remedy or remedies afforded by law or by the terms hereof to Lender but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

7. MISCELLANEOUS PROVISIONS

7.1 *Successors, Assigns, Gender, Number.* The covenants and agreements herein contained shall bind, and the benefit and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties. Wherever used, the singular number shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders.

7.2 *Headings.* The headings are inserted only for convenience of reference and in no way define, limit, or describe the scope or intent of this Second Mortgage, or of any particular provision thereof, or the proper construction thereof.

7.3 *Actions on Behalf of Lender.* Except as be otherwise specifically provided herein, whenever any approval, notice, direction, consent, request or other action by Lender is required or permitted under this Second Mortgage, such action shall be in writing.

7.4 *Obligations of Borrower.* If more than one person has executed this Second Mortgage as "Borrower", the obligations of all such persons hereunder shall be joint and several.

7.5 *Severability.* If any provision of this Second Mortgage shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

7.6 *Indemnification.* Borrower shall indemnify and hold Lender, its officers and agents harmless against any and all losses, claims, demands, penalties and liabilities which Lender, its officers or agents may sustain or suffer by reason of anything done or omitted in good faith pursuant to or in connection with this Second Mortgage and not assert any claim against Lender, its officers or agents by reason of any action

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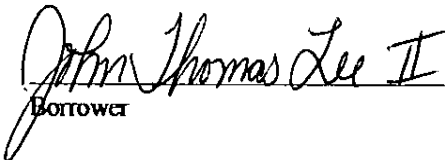
so taken or omitted. Borrower shall, at Borrower's expense, defend, indemnify, save and hold Lender, its officers and agents harmless from any and all claims, demands, losses, expenses, damages (general, punitive or otherwise), causes of action (whether legal or equitable in nature) asserted by any person, firm, corporation or other entity arising out of this Second Mortgage and Borrower shall pay Lender upon demand all claims, judgments, damages, losses or expenses (including reasonable legal expense) incurred by Lender as a result of any legal action arising out of this Second Mortgage.

7.7 *Waiver of Homestead.* The Borrower waives all right of homestead exemption in the Property.

7.8 *HUD Insurance.* 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.

7.9 *Subordination.* This Second Mortgage is subordinate to a Mortgage in a superior lien position securing the permanent financing of the property pursuant to the First Loan and recorded concurrently herewith.

IN WITNESS WHEREOF, Borrower has executed this Second Mortgage on the day and year set forth below.

	8/13/2019		
Borrower	Date	Borrower	Date
_____	_____	_____	_____
Borrower	Date	Borrower	Date

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State of Illinois)

County of Cook)

On 08/13/2019 before me, Mary L. Tobiasz, a Notary Public in and

Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

for the said county and state, do hereby certify that John Thomas Lee II, An Unmarried Man

Name(s) of Signer(s)

Personally known to me the same person(s) whose name(s) is/are subscribed to the foregoing instrument, who proved to me on the basis of satisfactory evidence to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature (s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing is true and correct.

WITNESS my hand and official seal.

Mary L. Tobiasz [Seal]
Signature of Notary Public

