

UNOFFICIAL COPY



Doc# 1923134006 Fee \$88.00

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

EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 08/19/2019 09:17 AM PG: 1 OF 9

Property of Cook County Clerk's Office

314

SHARED APPRECIATION MORTGAGE

PIN #31-15-212-022-0000

33 TREEHOUSE COURT

MATTESON, IL 60443

FIRST AMERICAN TITLE
FILE # 2970722-01

S ✓
P 9
S 1
M 1
SC 1
E 1
INT SB

9

UNOFFICIAL COPY

SHARED APPRECIATION MORTGAGE

THIS SHARED APPRECIATION MORTGAGE (the "SAM") is given on 07/31/2019 by and between Mia Morris Catalan and Saul H. Catalan (whether one or more person, hereinafter referred to as "Borrower") and NSP Residential LLC, whose address is 10 Malcolm X Boulevard, Ground Floor, Roxbury, MA 02119 (hereinafter referred to as the "Lender").

RECITALS

4/4
Borrower is the owner of property located in Cook County, more particularly described on Schedule A annexed hereto which has the address of 33 Treehouse Court, Matteson, IL 60443 (the "Property Address").

The Borrower has chosen to participate in the BlueHub Sun.

As a participant in the BlueHub SUN, the Borrower has a first mortgage of even date herewith in the amount of \$220,700.00 with Aura Mortgage Advisors, LLC secured by the Property as defined herein (the "First Mortgage").

Pursuant to the terms and conditions of the BlueHub Sun as disclosed to Borrower, the Borrower shall grant the Lender an appreciation interest in the Property by executing a Shared Appreciation Note (the "SA Note") and Shared Appreciation Mortgage (the "SAM") of even date herewith with the SAM to be secured by a second priority lien against the Property.

NOW, THEREFORE, in exchange of good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged and the mutual covenants herein contained, the parties do hereby agree as follows:

1. Borrower promises to pay Lender's Share of Appreciation as stipulated in the SA Note and all other sums which may or shall become due under this SAM or the SA Note, upon the occurrence of a Maturity Event as defined in the SA Note (the "Maturity Date"), if not otherwise satisfied in accordance with the provisions of this SAM or the SA Note, but in any event not later than 08/01/2049. The terms of the SA Note are incorporated by reference as though set forth herein.
2. This SAM secures (a) the repayment of the debt evidenced by the SA Note; and (b) the performance of Borrower's promises and agreements under this SAM and the SA Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Cook, which currently has the address of 33 Treehouse Court, as more particularly described on Schedule A annexed hereto;

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this SAM. All of the foregoing is referred to in this SAM as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for the First Mortgage and any encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNOFFICIAL COPY

UNIFORM COVENANTS

1. Payment of Principal and Interest. Upon the occurrence of a Maturity Event the Borrower hereby promises to pay to the order of the Lender, Lender's Share of the Appreciation as set forth in the Note together with any other sums due under the SA Note or hereunder.

2. Payment of Taxes, Insurance, and Other Charges. Borrower shall pay all (a) taxes and special assessments levied or to be levied against the Property; (b) leasehold payments or ground rents on the Property; (c) Community Association Dues, Fees, and Assessments, (c) governmental or municipal charges, fines, and impositions; (d) other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property. The phrase "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization. Borrower shall pay, or cause to be paid, these obligations on time directly to the entity owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request, Borrower shall promptly furnish to Lender receipts evidencing these payments.

Borrower shall promptly discharge any lien which has priority over this SAM or is subordinate to this SAM unless the lien has priority as provided in Section 8. If Lender determines that any part of the Property is subject to a lien that may either attain priority over this SAM or be subordinate to this SAM, 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 ten (10) days of the giving of notice.

3. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Lender. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

If any improvement is located within the special flood hazard area, Borrower shall obtain flood insurance covering all improvements on the property, whether now in existence or subsequently erected, in an amount equal to (a) the value of the Property, or (b) the maximum limit of coverage made available under the National Flood Insurance Act of 1968, whichever is less. If any improvement on the Property is located within a special flood hazard area, Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by law. The insurance policies and any renewals, regardless of whether such policies and renewals are required by Lender, shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this SAM, or (b) to the restoration or repair of the damaged Property. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this SAM shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this SAM or other transfer of title to the Property that extinguishes the indebtedness, all rights, title and interests of Borrower in and to insurance policies in force shall pass to the purchaser.

4. Maintenance and Protection of Property. Borrower shall not commit, or permit, any waste on, destruction to, or damage to the Property. Borrower shall not allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall, at all times, maintain the Property. Borrower shall

UNOFFICIAL COPY

comply with all applicable Federal, state, and local statutes, ordinances, codes, regulations, requirements, and restrictive covenants, if any, upon the use of the Property. Borrower shall, to the satisfaction of Lender, promptly repair or replace any of the Property damaged by fire or other casualty.

Lender and its representatives may make reasonable entries upon and inspections of the Property from time to time at any reasonable time. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence upon execution of this SAM and shall continue to occupy the Property as Borrower's principal residence unless Lender determines that requirement will cause undue hardship for Borrower or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Lender may inspect the Property on reasonable notice and at any reasonable time if the Property appears vacant or abandoned or if the loan is in default.

If this SAM is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this section, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this section.

Any amounts disbursed by Lender under this section shall become an additional debt of Borrower and be secured by this SAM. Such fees and costs shall bear interest from the date of disbursement at a rate of twelve (12) percent per annum.

7. Prepayment; Release of Security Instrument. Borrower shall not have the right to prepay the Note. The Note shall be considered satisfied and this SAM shall be released only upon receipt of principal and interest pursuant to Section 1 and 2 of the Note.

8. Priorities. Notwithstanding any other provision to the contrary, this SAM is superior to all liens on the Property, other than the First Mortgage.

9. Fees. Lender may collect fees and charges authorized by this SAM or the Note. In regard to any other fees, the absence of express authority in this SAM to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this SAM or by Applicable Law.

UNOFFICIAL COPY

10. Default. The term "Event of Default" shall mean (i) the violation of any term of the SA Note or this Security Instrument; (ii) a default under any other note, mortgage or other agreement with the Lender or any other obligation of Borrower secured by Property, including, without limitation, the note in the amount of \$220,700.00 made by Borrower in favor of Aura Mortgage Advisors, LLC of even date herewith secured by the First Mortgage; (iii) the commencement by Borrower of any proceedings under the United States Bankruptcy Code or any other insolvency law, or the entrance of an order for relief against the Borrower under any such proceedings, or the commencement of any such proceedings against the Borrower which are not dismissed within sixty days after the date of such commencement; or (iv) the death of the Borrower but only if the death does not result in a transfer exempted from the definition of Maturity Event as defined in the SA Note. The terms of the SA Note are incorporated herein by reference as though set forth herein

11. Grounds for Acceleration of Debt. Upon the occurrence of any Event of Default, subject to any limitations of applicable law, Lender may declare, without notice, immediately due and payable the principal and interest due on the Note and all other sums which may or shall become due under this SAM or the Note.

Upon the occurrence of a Maturity Event or a notice of default provided to the Borrower by the Lender, Lender shall obtain an independent appraisal of the Property for the purpose of determining the Maturity Date Appraised Value.

12. Waivers. 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 Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy in collection or enforcement of this SAM.

13. Successors and Assigns Bound. The covenants and agreements of this SAM shall bind and benefit the successors and assigns of Lender. The covenants and agreements of Borrower under the SA Note and this Security Instrument are not assignable without the prior express written consent of Lender. Borrower's covenants and agreements shall be joint and several.

14. Modifications. This SAM shall not be modified, amended, changed, discharged, or terminated orally. This SAM may only be modified, amended, changed, discharged, or terminated by an agreement in writing signed by the party against whom enforcement of such modification, amendment, change, discharge, or termination is sought.

15. Notices. Any notice to Borrower provided for in this SAM 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 written notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this SAM shall be deemed to have been given to Borrower or Lender when given as provided in this section.

16. Governing Law; Severability. This SAM shall be governed by the laws of the State of Illinois. In the event that any provision or clause of this SAM or the Note conflicts with applicable law, such conflict shall not affect other provisions of this SAM or the Note which can be given effect without the conflicting provision. To this end the provisions of this SAM and of the Note are declared to be severable.

UNOFFICIAL COPY

17. Copy of Mortgage. Borrower acknowledges that he/she has received a true copy of this SAM, read this SAM, and executed this SAM as of the date at the top of the first page.

18. 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 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 Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this section, "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 section "Environmental Law" means Federal law and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

19. Authority to Execute. The Borrower executing this SAM represents that he/she has full power, authority and legal right to execute and deliver this SAM and that the debt secured hereunder constitutes a valid and binding obligation of Borrower.

20. Time of the Essence. Time is of the essence as to all dates set forth herein.

21. Capital Improvements. Improvement projects that significantly change and enhance the value of the Property (not inclusive of sweat equity) as of the date herein until the occurrence of a Maturity Event in which the cumulative amount expended for each type of improvement project is in excess of two thousand five hundred dollars (\$2,500) and provided such amounts expended are supported by contractor invoices and/or receipts shall be referred to herein as "Capital Improvements." Where the Borrower has received written approval from the Lender prior to commencement of said Capital Improvements, the total amount due from the Borrower under the SA Note shall be reduced by an amount equal to seventy five percent (75%) of the cumulative sum expended by the Borrower on said Capital Improvements.

NON-UNIFORM COVENANTS

Borrower and Lender further covenant and agree as follows:

22. 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 Section 11 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in

UNOFFICIAL COPY

pursuing the remedies provided in this section, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

26. Possession of the Property. Borrower shall have possession of the Property until Lender has given Borrower notice of default pursuant to Section 22 of this Security Instrument.

27. Riders to this SAM. The following Riders are to be executed by Borrower [check box as applicable] and the covenants of each such Rider shall be incorporated into and shall amend and supplement the covenants and agreements of this SAM:

Other [specify]: _____

UNOFFICIAL COPY

BY SIGNING BELOW, Borrower accepts and agrees under seal to the terms contained in this Security Instrument and in any Rider(s) executed by Borrower and recorded with it.

BORROWERS:

WITNESSES:

By: Mia Morris Catalan
Mia Morris Catalan

By: Saul H. Catalan
Saul H. Catalan

State of Illinois)
County of Cook) ss.:

On 31st day of July, in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **Mia Morris Catalan** and **Saul H. Catalan** personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individuals, or the person(s) or entities on behalf of which the individuals acted, executed the instrument.



Rose Niven
Notary Public

EXHIBIT A

UNOFFICIAL COPY

LEGAL DESCRIPTION

Legal Description: LOT 144 IN CEDAR CREEK, BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF ARTHUR T. MCINTOSH AND COMPANY'S CRAWFORD COUNTRYSIDE UNIT NO. 1 AND LYING NORTH OF ARTHUR T. MCINTOSH AND COMPANY'S CRAWFORD COUNTRYSIDE UNIT NO. 2 RECORDED MAY 21, 1998 AS DOCUMENT 98425869, ALL IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 31-15-212-022-0000 (VOL. 179)

Property Address: 33 Treehouse Court, Matteson, Illinois 60443

Property of Cook County Clerk's Office