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Illinois Anti-Predatory Lending Database Program

Certificate of Compliance



Report Mortgage Fraud

844-768-1713

PTS-1025068 #3053

Doc#: 2300933263 Fee: \$98.00

Karen A. Yarbrough

Cook County Clerk

Date: 01/09/2023 03:34 PM Pg: 1 of 12

The property identified as: **PIN: 20-08-311-022-0000**

Address:

Street: 5257 S BISHOP STREET

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60609

Lender: TRP Lending, LLC

Borrower: MARIA DEL SOCORRO MATA CHAVEZ AND SABINO ERNESTO ONTIVEROS LUNA, WIFE AND HUSBAND

Loan / Mortgage Amount: \$20,000.00

Pursuant to 765 ILCS 77/70 et seq., this Certificate authorizes the County Recorder of Deeds to record a residential mortgage secured by this property and, if applicable, a simultaneously dated HELOC.

Certificate number: CED0C060-5213-4DEE-A6D1-B6C3BBF86905

Execution date: 12/30/2022

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This document was prepared by and after recording should be returned to:

TRP Lending, LLC
1805 S. Paulina
Chicago, Illinois 60608
Attn: Kristen Komara

SUBORDINATE RECAPTURE MORTGAGE FOR DPA GRANT

THIS SUBORDINATE RECAPTURE MORTGAGE FOR DPA GRANT ("Mortgage") is made this 30th day of DECEMBER, 2022, by MARIA DEL SOCORRO MATA CHAVEZ AND SABINO ERNESTO ONTIVEROS LUNA, WIFE AND HUSBAND ("Mortgagor(s)"), to TRP Lending, LLC, an Illinois Limited Liability Corporation ("Mortgagee"). Mortgagor conditionally owes the Mortgagee the original principal amount of Twenty Thousand and 00/100 Dollars (\$20,000) (the "Grant"). This conditional obligation is evidenced by the certain Subordinate Recapture Note dated as of even date hereof ("Note"); provided, however, that so long as no Recapture Event (as defined herein) has occurred, no interest or principal payments shall be due or payable.

This Mortgage secures to the Mortgagee: (a) any repayment of the Grant evidenced by the Note, and all renewals, extensions and modifications thereof; (b) the payment of all other sums advanced by the Mortgagee pursuant to Paragraph 12 of this Mortgage to protect the security of this Mortgage; and (c) the performance of Mortgagor's covenants and agreements under this Mortgage and the Note.

For these purposes, Mortgagor hereby mortgages, grants and conveys to the Mortgagee, its successors and assigns, the real property described on Exhibit A hereto located in the Cook County, State of Illinois, and commonly known as 5257 SOUTH BISHOP STREET, CHICAGO, IL 60609 ("Property"), together with (a) all the improvements now or hereafter erected on the Property and all easements, rights and appurtenances thereto; (b) the interest of the Mortgagor in all leases and licenses with respect to the Property; (c) all rents, revenues, issues, income, accounts, royalties and profits thereof; and (d) all fixtures and items of personal property now or hereafter in or on the Property. All replacements, additions and proceeds of the following shall also be covered by this Mortgage. The Property and all of the foregoing property are referred to collectively in this Mortgage as the "Project."

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Mortgagor covenants that Mortgagor is the lawful Mortgagor of the Project conveyed by this Mortgage and has the full right and power to mortgage, grant and convey the Project and that the Project is unencumbered, except for a first mortgage to **JPMorgan Chase Bank, N.A. ("First Mortgage" or "Senior Mortgage")** and any other encumbrances of record accepted by the Mortgagee in writing (collectively, "**Permitted Encumbrances**"). Mortgagor warrants and will defend generally the title to the Project against all claims and demands, subject to any Permitted Encumbrances.

Mortgagor and Mortgagee agree as follows:

1. **Payment of Principal.** Mortgagor shall promptly pay when due the principal on amount of (i) the Grant evidenced by the Note, and (ii) the repayment of any future advances made to Mortgagor by Mortgagee pursuant to **Paragraph 12 ("Future Advances")**, and accrued interest on them that are secured by this Mortgage.
2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Mortgagee under the Note and **Paragraph 1** shall be applied by Mortgagee to the principal due under the Note and then to the principal on any Future Advances.
3. **Restrictions.**
 - (a) As a condition of the provision of the Grant, the Mortgagor agrees to repay to the Mortgagee the full amount of the Grant (as hereinafter defined) upon the earliest to occur, within the Recapture Period (as hereinafter defined), of any Recapture Event (as herein defined). With respect to any Recapture Conveyance Event, the Grant shall be repaid only from the Net Proceeds if any, of such Conveyance, and any portion of the Repayment Amount in excess of such Net Proceeds shall be forgiven. If no Recapture Event occurs prior to the expiration of the Recapture Period, or if any permitted transfer occurs due to a foreclosure or deed in lieu of foreclosure as aforesaid, the obligation to repay the Grant shall be forgiven in its entirety.
 - (b) "**Recapture Event**" shall mean (i) any Recapture Conveyance Event, or (ii) the Property is abandoned or is no longer the Mortgagor's principal residence or is converted in whole or in part to a rental unit, or (iii) the Property is liened, mortgaged, or encumbered without the written consent of the Mortgagee, or (iv) the Property is re-financed in an amount greater than the original principal balance of the Grant or except as otherwise consented to in writing by the Mortgagee (said re-financing restriction shall be construed to include using the Property as collateral for getting *any* additional loans including but not limited to loans to repay credit card debt, debt consolidation loans, home equity loans, or loans to purchase automobiles, consumer goods, real estate, or personal property), or (v) there exists a default by the Mortgagor, beyond any applicable cure period, under this Mortgage or any other document evidencing the Grant. If none of the events described in clauses 3(b)(i), (ii), (iii), (iv), or (v) above occurs prior to the expiration of the Grant Term, the Grant shall be forgiven in its entirety.

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(c) **"Recapture Conveyance Event"** shall mean any sale, conveyance or other transfer of the Property, excluding any sale, conveyance or transfer (A) to a spouse upon a dissolution of marriage, (B) to the surviving spouse upon the death of a joint tenant Mortgagor, (C) by will, by foreclosure or deed in lieu of foreclosure or otherwise by operation of law, or (D) as may be approved in writing by the Mortgagee.

(d) **"Net Proceeds"** shall mean the proceeds of sale minus any documented capital improvement costs incurred by the Mortgagor, principal payments on Senior Mortgage(s) and the Mortgagor's initial contribution to the cost of acquiring the Property.

(e) **"Recapture Period"** shall mean the period extending from the date hereof to the fifth (5th) anniversary of the date hereof.

4. **Default.** The Mortgagor's failure to make any payment due under this Mortgage shall be an "Event of Default" hereunder. The Mortgagee shall give written notice of an Event of Default and Recapture Event. If (i) the Event of Default is not cured within such further time as the Mortgagee in its sole discretion permits, but in no event more than thirty (30) days after notice, or (ii) if there exists any default under the Note, Mortgage, or Program Agreement (the "Grant Documents"), the Mortgagee may declare a Default ("Default") under this Mortgage effective on the date of such declaration of Default and notice thereof to the Mortgagor, and upon such Default the Mortgagee may:

- (a) Declare the unforgiven portion of the Grant immediately due and payable; and/or
- (b) Exercise such other rights or remedies as may be available to the Mortgagee hereunder, at law or in equity.

The Mortgagee's remedies are cumulative and the exercise of one shall not be deemed an election of remedies, nor foreclose the exercise of the Mortgagee's other remedies.

5. **Mortgagor Representations, Warranties and Covenants.** The Mortgagor represents, warrants and covenants to the Mortgagee as follows:

- (a) The Mortgagor will hold fee simple title to the Property.
- (b) The Property will be the principal Property of the Mortgagor and will not lease or rent the Property.
- (c) The Mortgagor shall use the DPA Grant for down payment assistance, closing costs or other prepaid expenses approved by the Mortgagee in connection with Mortgagor's purchase of the Property.

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(d) The Mortgagor will not re-finance the Property (except as expressly allowed for herein) and the Mortgagor will not transfer, hypothecate, mortgage, encumber, or lien the Property (except as expressly allowed for herein or in the Grant Documents).

6. **Records.** At the request of the Mortgagee, the Mortgagor shall furnish such reports, records and shall give specific answers to questions from the Mortgagee from time to time relative to any resale of the Property or any potential Recapture Event or Repayment Amount as defined herein.

7. **Indemnification.**

(a) The Mortgagor shall indemnify the Mortgagee and the Mortgagee's respective officers, agents, employees or servants against, and hold them harmless from, liabilities, claims, damages, losses and expenses, including, but not limited to, legal defense costs, attorneys' fees, settlements or judgments, whether by direct suit or from third parties, arising out of the Mortgagor's performance under this Mortgage, in any claim or suit brought by a person or third party against the Mortgagee or the Mortgagee's officers, agents, employees or servants.

(b) If a claim or suit is brought against the Mortgagee or the Mortgagee's officers, agents, employees or servants, for which the Mortgagor is responsible pursuant to **subparagraph (a)** of this **Paragraph 8**, the Mortgagor shall defend, at the Mortgagor's cost and expense, any suit or claim, and shall pay any resulting claims, judgments, damages, losses, costs, expenses or settlements against the Mortgagee or the Mortgagee's officers, agents, employees or servants.

8. **Charges; Liens.** Mortgagor shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property that may obtain a priority lien over this Mortgage by Mortgagor making payment, when due, directly to the payee thereof. Mortgagor shall promptly furnish to Mortgagee all notices of amounts due under this **Paragraph 8**, and if Mortgagor makes payment directly, Mortgagor shall promptly furnish to Mortgagee receipts evidencing such payments. Mortgagor shall promptly discharge any lien that has priority over this Mortgage, provided that Mortgagor shall not be required to discharge any such lien so long as Mortgagor agrees in writing to the payment of the obligation secured by such lien in a manner acceptable to Mortgagee, or in good faith contests such lien by, or defends enforcement of such lien in, legal proceedings that operate to prevent the enforcement of such lien, forfeiture of the Property or any part of it or the forfeiture of this Mortgage.

9. **Hazard Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured in a manner prescribed by the Senior Mortgagee(s) (as defined in **Paragraph 20**).

All insurance policies and renewals of them shall include a standard mortgagee clause in favor of and in form acceptable to Mortgagee. Mortgagor shall promptly furnish to Mortgagee all renewal notices of such insurance policies and all receipts of paid

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premiums. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss, if not made promptly by Mortgagor.

Subject to the rights of the Senior Mortgagee(s), unless Mortgagee and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of that part of the Property damaged, if such restoration or repair is economically feasible and the security of this Mortgage is not impaired by such restoration or repair. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired by such restoration or repair, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to the Mortgagor. If the Property is abandoned by the Mortgagor, or if Mortgagor fails to respond to Mortgagee within thirty (30) days from the date notice is mailed by Mortgagee to Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, Mortgagee is authorized to collect and apply the insurance proceeds, at Mortgagee's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of payments referred to in Paragraph 1, or change the amount of such payments. If, under Paragraph 21, the Property is acquired by Mortgagee, all right, title and interest of Mortgagor in and to any insurance policies, and in and to the proceeds of them resulting from damage to the Property prior to the sale or acquisition, shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

10. Preservation and Maintenance of Property. Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.

11. Protection of Mortgagee's Security. If Mortgagor fails to perform the agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects Mortgagee's interest in the Property, including, but not limited to, eminent domain, insolvency, building code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Mortgagee, at Mortgagee's option, and subject to the rights of the Senior Mortgagee(s), upon notice to Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Mortgagee pursuant to this Paragraph 11 shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amounts shall be payable upon notice from Mortgagee to Mortgagor requesting payment of them. Nothing contained in this Paragraph 11 shall require Mortgagee to incur any expense or take any action under this Mortgage.

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12. Condemnation. Subject to the rights of the Senior Mortgagee(s), the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part of it, or for conveyance in place of condemnation, are assigned and shall be paid to Mortgagee.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Mortgagor. In the event of a partial taking of the Property, unless Mortgagor and Mortgagee otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Mortgagor.

If the Property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within thirty (30) days after the date such notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

13. Mortgagor Not Released. Extension of the time for payment of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor or Mortgagor's successors in interest.

14. Forbearance by Mortgagee Not a Waiver. Any forbearance by Mortgagee in exercising any right or remedy under this Mortgage, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage.

15. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

16. Successors and Assigns Bound; Joint and Several Liability; Captions. The agreements contained in this Mortgage shall bind, and the rights under it shall inure to, the respective successors and assigns of Mortgagee and Mortgagor, subject to the provisions of Paragraph 21. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions of this Mortgage.

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17. **Notice.** Any notice, demand, request or other communication that any party may desire or may be required to give to any other party under this Mortgage shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

Mortgagor: **MARIA DEL SOCORRO MATA CHAVEZ**
5257 SOUTH BISHOP STREET, CHICAGO, IL 60609

Mortgagee: TRP Lending, LLC
 1805 S Paulina
 Chicago, Illinois 60608

Such addresses may be changed by notice to the other party given in the same manner as provided in this Mortgage. Any notice, demand, request or other communication sent pursuant to subsection (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subsection (b) shall be served and effective one (1) business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection (c) shall be served and effective three (3) days after proper deposit with the United States Postal Service.

18. **Mortgagor's Copy.** Mortgagor shall be furnished with a conformed copy of the Note and of this Mortgage at the time of execution or after its recordation.

19. **Transfer of the Property.** Mortgagor covenants and agrees to comply with all restrictions on the transfer of the Property, including without limitation the provisions of Paragraphs 3 of this Mortgage.

20. **Subordination.** This Mortgage shall be subject and subordinate in all respects to (i) that certain mortgage dated as of 12/30/2022 between Mortgagor and JPMorgan Chase Bank, N.A.. (the "First Senior Mortgagee"), recorded in Office of the Recorder of Deeds of Cook County (the "First Senior Mortgage"), securing a loan in the original principal amount of \$164,360.00.

[This Mortgage shall be subject and subordinate in all respects to (i) that certain mortgage dated as of N/A between Mortgagor and N/A (the "Second Senior Mortgagee"), recorded in Office of the Recorder of Deeds of Cook County (the "Second Senior Mortgage"), securing a loan in the original principal amount of \$N/A.

The First Senior Mortgagee is referred to in this Mortgage as the "Senior Mortgagee."

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21. **Acceleration; Remedies.** Upon Mortgagor's breach of any of its agreements in this Mortgage, and/or a default, declared by the Senior Mortgagee(s), continuing beyond all cure periods and permitting foreclosure under the First Senior Mortgage and/or the Second Senior Mortgage, Mortgagee, prior to acceleration of the sums secured under this Mortgage, shall mail notice to Mortgagor as provided in **Paragraph 17** specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty (30) days from the date the notice is mailed to Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, or foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Mortgagor of its 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 Mortgagor to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Mortgagee, at its option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect, in such proceeding, all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

22. **Mortgagor's Right to Reinstate.** Notwithstanding Mortgagee's acceleration of the sums secured by this Mortgage, Mortgagor shall have the right to have any proceedings implemented by Mortgagee to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Mortgagor pays Mortgagee all sums that would then be due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Mortgagor cures all breaches of any other agreements of Mortgagor contained in this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Mortgagee in enforcing the agreements of Mortgagor contained in this Mortgage and in enforcing Mortgagee's remedies as provided in **Paragraph 22**, including, but not limited to, reasonable attorneys' fees; and (d) Mortgagor takes such action as Mortgagee may reasonably require to assure that the lien of this Mortgage, Mortgagee's interest in the Property and Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured by it shall remain in full force and effect as if no acceleration had occurred.

23. **Assumption.** This Mortgage may not be assumed.

24. **Total Indebtedness.** At no time shall the principal amount of the indebtedness secured by this Mortgage, excluding sums advanced to protect the security of this Mortgage, exceed the original amount of the Note.

25. **Release.** Upon expiration of the Recapture Period, Mortgagee shall release the Mortgage and Mortgagee shall pay the costs of recordation, if any.

26. **Waiver of Homestead.** Mortgagor waives all right of homestead exemption in the Property to the extent permitted by law.

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27. Waiver of Statutory Rights. Notwithstanding anything to the contrary contained in this Mortgage, to the extent permitted by law, Mortgagor (i) shall not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but waives the benefit of such laws; and (ii) expressly waives any and all rights of redemption under any order or decree of foreclosure of this Mortgage on behalf of Mortgagor, except decrees of judgment creditors of Mortgagor acquiring any interest in or title to the Property subsequent to the date of this Mortgage.

28. Occupancy by Mortgagor. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS MORTGAGE, MORTGAGOR AGREES THAT MORTGAGEE MAY, AT ANY TIME OR WITHOUT NOTICE, ACCELERATE ALL PAYMENTS DUE UNDER THIS MORTGAGE, AND EXERCISE ANY OTHER REMEDY ALLOWED BY LAW FOR BREACH OF THE TERMS OF THIS MORTGAGE, IF MORTGAGOR SELLS, RENTS, ABANDONS, OR FAILS TO OCCUPY THE PREMISES AS HIS OR HER PRIMARY RESIDENCE. MORTGAGOR UNDERSTANDS THAT THE PROVISIONS OF THIS PARAGRAPH 29 ARE A CONDITION OF THE MAKING OF THE GRANT.**

29. Illinois Mortgage Foreclosure Law. If any provision in this Mortgage 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 Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Foreclosure Law. If any provision of this Mortgage grants to Mortgagee any rights or remedies upon default of the Mortgagor that are more limited than the rights that would otherwise be vested in Mortgagee under the Foreclosure Act in the absence of that provision, Mortgagee shall be vested with the rights granted in the Foreclosure Law to the fullest extent permitted by law.

[Signature(s) on Next Page]

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IN WITNESS WHEREOF, Mortgagor has executed this Mortgage.

Maria del Socorro Mata Chavez
Mortgagor: MARIA DEL SOCORRO MATA CHAVEZ

DATE 12/30/2022

Sabino Ernesto Ontiveros Luna
Mortgagor: SABINO ERNESTO ONTIVEROS LUNA

DATE 12/30/2020

Mortgagor:

DATE _____

STATE OF ILLINOIS)

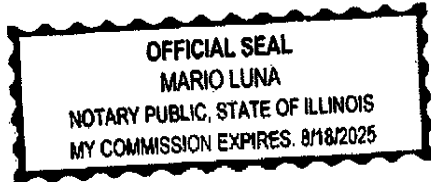
COUNTY OF COOK)

) SS
)

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that **MARIA DEL SOCORRO MATA CHAVEZ**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this **30th** of **DECEMBER, 2022**.

* Sabino Ernesto Ontiveros Luna



[Signature]

Notary Public

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LOT 23 IN BLOCK 4 IN P.S. BARBAR'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-08-311-022-0000

Property of Cook County Clerk's Office