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ACKNOWLEDGMENT BY NOTARY

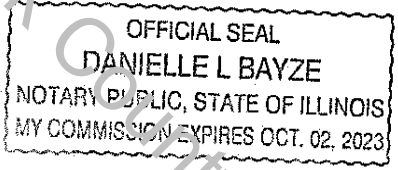
STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF Cook )

On this day of MAY 1, 2023, before me appeared Ashley Mucha, personally known to me to be the person who executed the foregoing instrument and being sworn by me stated that the facts and matters stated therein are true according to the best of his/her knowledge and belief, and acknowledged to me that s/he executed the same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above

Danielle Bayze PRINT NOTARY NAME ABOVE  
[Signature] NOTARY SIGNATURE ABOVE

My commission expires on 10/2/23



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## RIDER TO SECURITY INSTRUMENT FEDERAL HOME LOAN BANK OF ATLANTA AHP SET-ASIDE PROGRAM RETENTION AGREEMENT

This Rider to Security Instrument — Federal Home Loan Bank of Atlanta AHP Set-Aside Program, Retention Agreement (this "Rider") is attached to and made part of the foregoing Security Instrument or similar security instrument ("Security Instrument"). In this Rider, the beneficiary of the Security Instrument is referred to as the "Lender" and the trustor or grantor under the Security Instrument is referred to as the "Borrower." This Rider is a form of "retention agreement" referred to below.

### 1. RECITALS:

- A. Whereas, the Federal Housing Finance Agency ("Finance Agency") is required to cause each Federal Home Loan Bank to establish an affordable housing program ("AHP"), including one or more homeownership set-aside products ("Set-Aside"), to assist members of each Federal Home Loan Bank to finance affordable housing for very low-, low-, or moderate-income households.
- B. Whereas, the Bank has also established an Affordable Housing Program Implementation Plan (as the same may be modified from time to time, the "Implementation Plan"), and AHP policies, procedures, guidelines, and instructions covering, among other things, funding, monitoring and modifying Set-Aside Assisted Units (defined below) participating in the Bank's Homeownership Set-Aside programs (together with the Implementation Plan, collectively, as the same may be modified from time to time, the "Bank's AHP Policies and Procedures"; and together with the AHP Regulations, collectively, the "AHP Requirements").
- C. Whereas, Lender, a member of FHLBank Atlanta, submitted an application to FHLBank Atlanta (the "Set-Aside Application") for Set-Aside Subsidy (defined below) in connection with the purchase of a housing unit located on the real property described in the Security Instrument (the "Set-Aside Assisted Unit").
- D. Whereas, pursuant to applicable regulations (including, without limitation, those contained in 12 CFR Part 1291) promulgated by the Finance Agency (the "AHP Regulation"), members of each Federal Home Loan Bank are required to provide for the repayment of any Set-Aside Subsidy in the case of a sale or refinancing during the Retention Period (defined below).
- E. Whereas, in connection with the Project, the Borrower entered into a Note secured by a Security Instrument covering the real property being purchased.
- F. Whereas, Lender has disbursed or agreed to disburse the Set-Aside Subsidy to Borrower in connection with the purchase of the Set-Aside Assisted Unit, and in connection with the Set-Aside Subsidy, Borrower has executed the Security Instrument, which includes this Rider.
- G. Whereas, the Parties desire to set forth those circumstances under which Lender shall be entitled to the repayment by Borrower of the Set-Aside Subsidy.



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By signing the Security Instrument, Borrower hereby agrees as follows:

## 1. Project Information

Name of the Borrower	SILVIA GOMEZ-HERRERA
Address of the Set-Aside Assisted Unit	11449 S VINCENNES AVENUE CHICAGO, IL 60643
AHP Project Number	1620
Amount of Set-Aside Subsidy	\$7,500.00

2. **Set-Aside Subsidy.** The secured obligation described in and secured by the Security Instrument represents the "Set-Aside Subsidy" used or to be used in connection with the purchase of the Set-Aside Assisted Unit.

3. **Definitions.** As used in this Rider, the following capitalized terms have the following meanings:

"**Loan**" means the advance of funds evidenced by the Note.

"**Loan Documents**" means the Note, the Security Instrument, and all other documents relating to or securing the Note, each as renewed, amended, modified, restated and extended from time to time.

"**Note**" means the promissory note secured by the Security Instrument.

"**Retention Period**" means five years from the date of Borrower's closing on the Set-Aside Assisted Unit. Borrower agrees to comply with the terms and conditions of this Rider during the Retention Period.

All other capitalized terms not otherwise defined herein or in the Security Instrument shall be as defined in the Set-Aside Requirements.

4. **Notice Requirements.** Each of FHLBank Atlanta and the Lender is to be given notice of any sale, transfer or assignment of title or deed, or refinancing of the Set-Aside Assisted Unit occurring prior to the end of the Retention Period. Notices under this Rider shall be sent to the Lender at the address shown in the main body of the Security Instrument, and to FHLBank Atlanta at 1475 Peachtree Street, Atlanta, Georgia 30309, Attention: Community Investment Services.

5. **Sale or Refinancing of Set-Aside Assisted Unit during Retention Period.** In the case of a sale, transfer or assignment of title or deed, or refinancing of the Set-Aside Assisted Unit prior to the end of the Retention Period, an amount equal to a pro rata share of the Set-Aside subsidy, reduced for every month the Borrower has owned the Set-Aside Assisted Unit, shall be repaid to FHLBank Atlanta from any net proceeds realized upon the sale, transfer or assignment, or refinancing of the Set-Aside Assisted Unit unless:

A. The property was assisted with a permanent mortgage loan funded by an AHP subsidized advance;



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- B. The subsequent purchaser, transferee, or assignee is a low- or moderate-income household, as determined by the Bank. The Bank or its designee shall determine the household's income using one or more proxies that are reliable indicators of the subsequent purchaser's income, pursuant to applicable Finance Agency guidance, unless documentation demonstrating that household's actual income is available. The Bank and the Lender are not required to request or obtain such documentation, but must use it in lieu of a proxy if available;
- C. The amount of the AHP subsidy that would be required to be repaid in accordance with the calculation in paragraph (a)(7)(v) of Section 1291.15 of the AHP Regulations is \$2,500 or less; or
- D. Following a refinancing, the unit continues to be subject to a satisfactory and legally enforceable retention agreement or mechanism described in Section 1291.15(a)(7) of the AHP Regulations.
6. **Termination of Agreement.** The obligation to repay the Set-Aside Subsidy shall terminate after any foreclosure, deed in lieu of foreclosure, assignment of a Federal Housing Administration first mortgage to the Department of Housing and Urban Development, or the death of the Borrower.
7. **Receipt of Additional AHP Subsidy during Retention Period.** The Set-Aside Assisted Unit may not receive funds from multiple AHP Set-aside Product(s) offered by FHLBank Atlanta during the Retention Period.
8. **Monitoring.** Borrower agrees to comply with all requests by Lender for information or documentation arising from Lender's obligations to obtain information from the Borrower under the Set-Aside Requirements.
9. **Joint and Several Obligations.** If more than one person is the Borrower of the Set-Aside Assisted Unit, their obligations under this Rider shall be joint and several, and references in this Agreement to "Borrower" shall be deemed to refer to each of such persons.
10. **Inconsistent Provisions.** The provisions of this Rider shall supersede any conflicting provision contained in the Security Instrument, but only to the extent of such inconsistency. No provision herein shall impair any obligation of Borrower under the Set-Aside Requirements.

Borrower:

  
 SILVIA GOMEZ-HERRERA



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## LEGAL DESCRIPTION

Order No.: 22GSA941726HH

For APN/Parcel ID(s): 25-19-226-019-0000

LOT 30 IN BLOCK 29 IN RESUBDIVISION BY THE BLUE ISLAND LAND AND BUILDING COMPANY, KNOWN AS WASHINGTON HEIGHTS, IN THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT RECORDED JUNE 27, 1872 AS DOCUMENT NUMBER 39778 IN BOOK 2 OF PLATS, PAGES 45, 46 AND 47 IN COOK COUNTY, ILLINOIS.

Proprietary of Cook County Clerk's Office