

Illinois Anti-Predatory
Lending Database
Program

Doc#: 2424214003 Fee: \$107.00
CEDRIC GILES
COOK COUNTY CLERK'S OFFICE
Date 8/29/2024 9:03 AM Pg: 1 of 10

Certificate of Compliance



Report Mortgage Fraud
844-768-1713

The property identified as: PIN: 28-17-220-017-0000

Address:

Street: 5823 COLINA AVE

Street line 2:

City: OAK FOREST

State: IL

ZIP Code: 60452

Lender: DEPARTMENT OF PLANNING AND DEVELOPMENT OF THE COOK COUNTY BUREAU OF ECONOMIC DEVELOPMENT

Borrower: GABRIEL ANGEL SANTOS

Loan / Mortgage Amount: \$15,437.00

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.

FIDELITY NATIONAL TITLE
0624012908

Certificate number: E4EB9DE6-A3C3-40E3-BE0A-F32E7475051F

Execution date: 8/26/2024

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FIDELITY NATIONAL TITLE

0124012908

RECORDED AT THE REQUEST OF THE LENDER:

WHEN RECORDED MAIL TO:

Land Home Financial Services, Inc.
Final Documents
1355 Willow Way, Suite 250
Concord, CA 94520

DO NOT REMOVE THIS COVER SHEET. IT IS NOW PART OF THE RECORDED DOCUMENT.

DOCUMENT TO BE RECORDED:
Second Mortgage

NOTE: All First Mortgage Loans and Second Mortgage Loans recorded in the State of Illinois must have an Anti-Predatory Lending Database Program Certificate of Compliance. Each Cook County Home Advantage loan file submitted to Land Home for purchase must include the Certificates of Compliance for the First Mortgage Loan and the Second Loan.

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JILCOOKCOHOMEBUYERASSISTANCEMTG
FAIRWAY INDEPENDENT MORTGAGE CORPORATION - NMLS 2289

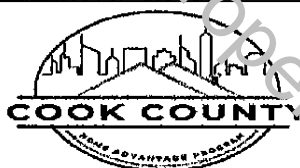


UNOFFICIAL COPY**FIDELITY NATIONAL TITLE**

0074012908

WHEN RECORDED RETURN TO:
INDECOMM GLOBAL SERVICES

(For Recorder's Use Only)

Final Documents
MS-FD-FW-9909, 1427 ENERGY PARK DR.
ST. PAUL, MN 55108
**DEPARTMENT OF PLANNING AND DEVELOPMENT OF THE
 COOK COUNTY BUREAU OF ECONOMIC DEVELOPMENT
 HOME ADVANTAGE PROGRAM
 Second Mortgage (Subordinate Lien)**

Second Loan Date:	AUGUST 26, 2024	Second Loan Number: 6340510296
Second Loan Amount (\$):	15,437.00	
Second Loan Maturity Date:	SEPTEMBER 01, 2029	
Forgiveness Period:	From: AUGUST 26, 2024	To: SEPTEMBER 01, 2029
Forgiveness Calculation:	1/60th of the original Second Loan Amount for each full calendar month.	
Borrower(s) Vesting as:	GABRIEL ANGEL SANTOS, A SINGLE MAN	
Borrower(s) Property Address:	5823 COLINA AVE, OAK FOREST, ILLINOIS 60452	
Second Loan Lender/ Beneficiary and Address	Department of Planning and Development of the Cook County Bureau of Economic Development, 69 W. Washington St., Ste 2000 Chicago, Illinois 60602	
Second Loan Servicer:	Land Home Financial Services, Inc.	

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 "Second Loan Lender") and beneficiary is the Department of Planning and Development of the Cook County Bureau of Economic Development, at the address stated above, acting on behalf of Cook County, a body politic and corporate duly organized and validly existing 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 Second Loan Lender under the Cook County Home Advantage Program (the "Program") to provide a second mortgage loan (the "Second Loan") to

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 FAIRWAY INDEPENDENT MORTGAGE CORPORATION - NMLS 2289

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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 Second Loan 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 located in the County of COOK, State of Illinois, as described below:

See EXHIBIT A

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 Second Loan 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 Second Loan 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 Second Loan Lender to perfect this assignment. This assignment shall not impose upon the Second Loan Lender any duty to cause the Property to produce rents nor shall the Second Loan 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, if any, 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, tenable 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 Second Loan 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 Second Loan 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.

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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 mortgages or deeds of trust as are approved by the Second Loan Lender in writing. Borrower shall post security for the payment of these contested claims as may be requested by the Second Loan Lender. Borrower shall not default in the payment or performance of any obligation secured by a lien or mortgage 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 Second Loan Lender. The Second Loan 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 Second Loan Lender shall determine at its option. The Second Loan 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 Second Loan Lender may be released to Borrower upon such conditions as the Second Loan Lender may impose for its disposition. Application of all or any part of the amounts collected and received by the Second Loan 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 Second Loan Lender to Borrower that the condempnor offers to make an award or settle a claim for damages, Borrower fails to respond to Second Loan Lender within thirty (30) days after the date such notice is mailed, the Second Loan Lender is authorized to collect and apply the proceeds, at the Second Loan 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 Second Loan Lender. The Second Loan 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 reduction ("forgiveness") over the 5-year term, 1/60th of the Second Loan Amount for each full calendar month the Borrower resides in the home as his/her primary residence pursuant to the terms set forth in the Second Promissory Note. The Borrower shall repay to the Second Loan Lender the principal due under the Second Promissory Note on the earliest of the following occurrences:

- (a) The first note and first mortgage recorded concurrently herewith and which is an encumbrance on the Property is in 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 Program may allow for the refinancing of the First Note and the First Mortgage through the Servicer at a lower loan rate and monthly mortgage payment without accelerating the payment due on the Second Promissory Note and this Second Mortgage ("re-subordination"). The refinancing of the First Loan solely for cash back to the Borrower is not eligible for re-subordination.
- (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.

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5.4 *Sale or Forbearance.* No sale of the Property, forbearances on the part of Second Loan 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 *Second Loan 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 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 Second Loan 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 Second Loan Lender, acting pursuant to the written request of the Second Loan 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 Second Loan Lender stating that all sums and obligations secured hereby have been discharged, or otherwise as requested in writing by the Second Loan Lender, and upon surrender of this Second Mortgage and the Second Promissory Note and any additional loan notes to the Second Loan Lender for cancellation, and upon payment to the Second Loan Lender of its fees and expenses, The Second Loan 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 the Second Loan Lender to exercise the rights or remedies thereunder; or (c) the occurrence of any event of default under the terms of any superior mortgage or deeds of trust on the Property, including but not limited to the First Loan as defined in the Second Promissory Note.

6.2 *Acceleration and Sale.*

(a) *Acceleration.* In the event of any default, the Second Loan Lender, without demand may declare all sums hereby secured immediately due and payable by notice thereof to Borrower or by executing and recording or by causing the Second Loan 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 Second Loan 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 Second Loan 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 Second Loan 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 hereafter may postpone such sale by public announcement at the time and place fixed by the preceding postponement. Any person, including Borrower or Second Loan Lender, may purchase at such sale. Upon such sale by the Second Loan 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 Second Loan Lender, and after deducting all costs, expenses and fees of the Second Loan Lender and of this Second Mortgage, the Second Loan Lender shall apply the proceeds of sale to the payment of the principal indebtedness hereby secured, whether

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evidenced by the Second Promissory Note or otherwise, or representing advances made or costs or expenses paid or incurred by the Second Loan 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, if any, as provided in this Second Mortgage, or any other instrument evidencing or securing any indebtedness hereby secured, in such order as the Second Loan 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 Second Loan 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 Second Loan Lender under this Second Mortgage, the Second Loan 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 seven percent (7%) per annum.

6.4 *Exercise of Remedies; Delay.* No exercise of any right or remedy by the Second Loan Lender hereunder shall constitute a waiver of any other right or remedy herein contained or provided by law, and no delay by the Second Loan 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 Second Loan 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 Second Loan 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 Second Loan Lender.

6.6 *Remedies Cumulative.* No remedy herein contained or conferred upon the Second Loan Lender is intended to be exclusive of any other remedy or remedies afforded by law or by the terms hereof to the Second Loan 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 the Second Loan Lender.* Except as be otherwise specifically provided herein, whenever any approval, notice, direction, consent, request or other action by Second Loan 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 the Second Loan Lender, its officers, agents, employees and contractors harmless against any and all losses, claims, demands, penalties and liabilities which Second Loan Lender, its officers, agents, employees and contractors 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 the Second Loan Lender, its officers, agents, employees and contractors by reason of any action so taken or omitted. Borrower shall, at Borrower's expense, defend, indemnify, save and hold the Second Loan Lender, its officers, agents, employees and contractors 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

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Second Loan Lender upon demand all claims, judgments, damages, losses or expenses (including reasonable legal expenses) incurred by Second Loan 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.

Date: 08-26-24



GABRIEL ANGEL SANTOS

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

LOAN ORIGATION ORGANIZATION: FAIRWAY INDEPENDENT MORTGAGE CORPORATION
NMLS ID: 2289
LOAN ORIGINATOR: RENATA CHROBAK-PYREK
NMLS ID: 228439

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State of IL)

County of COOK)

On 8/26/24 before me, Amy M Looney, a Notary Public in and
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

for the said county and state, do hereby certify that
GABRIEL ANGEL SANTOS

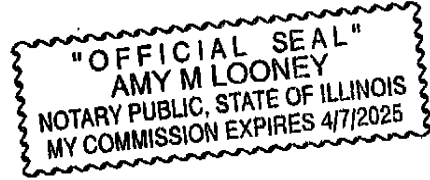
Name(s) of Signer(s)

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 IL that the foregoing is true and correct.

WITNESS my hand and official seal.

[Signature] [Seal]
Signature of Notary Public



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EXHIBIT "A" TO SECOND MORTGAGE (SUBORDINATE LIEN)

(legal description)

Legal Description:

LOT 17 IN BLOCK 7 IN MEDEMAS EL VISTA SOUTHWEST, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE NORTH 272 FEET OF THE EAST 565 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17, IN COOK COUNTY, ILLINOIS.

Property Index Number: 28-17-270-017-0000

Common Address: 5823 COLINA AVE, OAK FOREST, ILLINOIS 60452

Property of Cook County Clerk's Office

6340510296

EXHIBIT A
FAIRWAY INDEPENDENT MORTGAGE CORPORATION - NMLS 2289

