95273069

PROJECT NO.: 07184000 23

OFFICIAL BUSINESS
COUNTY OF COOK, ILLINOIS
NO CHARGE

ASSIGNMENT OF NOTE, OWNER'S PARTICIPATION AGREEMENT, AND MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT ASSIGNOR, West Sub.Neigh.Pres.Agcy, an Illinois municipal corporation or an Illinois intergovernmental agency, located in the County of Cook, Illinois, in consideration of its participation in the Cook County Home Program and the provision of funds therefrom to the Assignor, receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over to the Assignee, the County of Cook, a body politic and corporate of the State of Illinois:

the Note dated September 20, 1994, given by Borrower to Assignor; and
the Owner's Participation Agreement dated March 10, 1994, given by and between Borrower and Assignor; and
the Mortgate or Junior Mortgage dated September 20, 1994, given by Borrower to Assignor recorded in the Recorder's Office of the County of Cook, in the State of Illinois, as document number _____,

together with all of the Assignor's rights, accrued interest and other obligations secured thereby, and the real estate described therein;

The Note, Owner's Participation Agreement, and Mortgage or Junior Mortgage and any other instrument or instruments secured thereby are delivered herewith to the Assignee.

The Assignor represents and warrants to the Assignee that the Assignor has full right and power to make this assignment, and that the following is true with respect to the Mortgage or Junior Mortgage:

Unpaid principal balance: $15,771.00

Legal Description:

See attached - Exhibit A

DEPT-07 CC NO FEE $25.00
T#3004 TRAN 6352 04/26/95 13:27:00
$7470 $ LF *-95-273069
COOK COUNTY RECORDER

95273069

Address:

5127 Castle Drive, Bellwood, IL 60104
Permanent Real Estate Index Numbers(s): 15-08-101-036

RETURN TO BOX 183

WITNESS the hand and seal of the Assignor the 25 day of April, 1995.

West Suburban Neighborhood
Preservation Agency
3200 W. Washington Blvd.
Bellwood, IL 60104

By: _____
President/Mayor/Chairman

ATTEST: _____
Clerk/Secretary

(SEAL)

Approved as to form: _____
Municipal/Agency Attorney

Accepted by County of Cook:

_____ 4/25/95
Authorized Signature Date

David J. Ricker, Project Director Housing Division
Typed Name and Title

Approved as to form: _____
Assistant State's Attorney

95273069

Legal Description:

Lot 33 in Castle Homes Addition to Bellwood, a Subdivision of part of Lots 4 and 5 in the Subdivision of the Northeast Fractional 1/4 and the Northeast 1/4 of the Fractional Northwest 1/4 of Fractional Section 8, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois:

Address:

5127 Castle Drive, Bellwood, IL 60104

Permanent Index Number:

15-08-101-036



95273069

95273069

**Project Number:** 0 7184000 23 95273070

[Space Above This Line for Recording Data]

# JUNIOR MORTGAGE
# SINGLE-FAMILY REHABILITATION PROGRAM

THIS MORTGAGE ("Security Instrument") is given on September 20, 1994. The mortgagor is Brenda A. Phifer (--) ("Borrower"). This Security Instrument is given to West Suburban Neighborhood Presv. Agency which is organized and existing under the laws of State of Illinois, and whose address is 5127 Castle Dr., Bell Illinois 60 (wood) ("Lender"). Borrower owes Lender the principal sum of $15,771.00 Dollars (U.S. $ ), and for any additional principal loan amount advanced under the Single-Family Residential Rehabilitation Program Owners Participation Agreement ("Owners Participation Agreement") executed by Borrower on the same date as this Security Instrument, not to exceed Ten-Thousand Dollars ($10,000.00) for a maximum principal sum of (--) dollars (U.S. $ ).

This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which may provide for monthly payments, with the full debt, if not paid earlier, due and payable on the sale, transfer, lease or alienation of the Property mortgaged by this Security Instrument. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note and Owners Participation Agreement, with interest and all renewals, extensions and modifications of the Note and Owners Participation Agreement; (b) the payment of all other sums, with interest, advanced to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument, the Note and the Owners Participation Agreement. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

| | |
|---|---|
| Legal Description: | See attached Exhibit A |
| Common Street Address: | See attached Exhibit A |
| Permanent Index Number: | See attached Exhibit A |

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, claims or demands with respect to insurance, any and all awards made for the taking by eminent domain, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 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. There is a prior mortgage from Borrower to Margaretten & Co. dated Sept. 30, 1991 and recorded as document number 91522260 and this Security Instrument may not be subordinated to any other liens.

95273070

COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest on the debt evidenced by the Note and Owners Participation Agreement.

2. **Application of Payments.** All payments received by Lender shall be applied first to interest, then to other charges, and then to principal.

3. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property, and leasehold payments or ground rents, if any. Upon Lender's request, Borrower shall make these payments directly, and upon Lender's request, promptly furnish to Lender receipts evidencing the payments.

Borrower shall pay, or cause to be paid, when due and payable all taxes, assessments, water charges, sewer charges, license fees and other charges against or in connection with the Property and shall, upon request, promptly furnish to Lender duplicate receipts. Borrower may, in good faith and with due diligence, contest the validity or amount of any such taxes or assessments, provided that (a) Borrower shall notify Lender in writing of the intention of Borrower to contest the same before any tax or assessment has been increased by any interest, penalties or costs, (b) Borrower shall first make all contested payments, under protest if Borrower desires, unless such contest shall suspend the collection thereof, (c) neither the Property nor any part thereof or interest therein are at any time in any danger of being sold, forfeited, lost or interfered with, and (d) Borrower shall furnish such security as may be required in the contest or as requested by Lender.

4. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may,



BOX 173 24

at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph 6.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible, Lender's security is not lessened and Borrower is not in default under this Security Instrument, the Note or the Owners Participation Agreement. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. **Preservation and Maintenance of Property; Construction under Rehabilitation Project; Borrower's Application; Leaseholds.** Borrower shall not destroy, damage, substantially change the Property, allow the Property to deteriorate, or commit waste. Borrower shall maintain the Property in compliance with applicable municipal codes and with Property standards under the HOME Investment Partnerships Program, 24 CFR Part 92, §92.251, or as amended. Borrower shall complete on or before the construction deadline contained in the Construction Contract for the rehabilitation project any building or buildings now or at any time in process of erection, construction, alteration, repair or rehabilitation upon said Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 16, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loans evidenced by the Note and Owners Participation Agreement. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

6. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, the Note or the Owners Participation Agreement, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over his Security Instrument, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

Any amount disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. **Inspection.** The Lender shall have the right to inspect or may cause the inspection of the Property at all reasonable times and access thereto shall be permitted for that purpose.

8. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

9. **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 any successor in interest of the Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. A waiver in one or more instances of any of the terms, covenants, conditions or provisions hereof, or of the Note or the Owners Participation Agreement, or any part thereof, shall apply to the particular instance or instances and at the particular time or times only, and no such waiver shall be deemed a continuing waiver but all of the terms, covenants, conditions and other provisions of this Security Instrument and of the Note and Owners Participation Agreement shall survive and continue to remain in full force and effect. No waiver shall be asserted against Lender unless in writing signed by Lender.

10. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this

95273069

PROJECT NO.: 07184000 23

OFFICIAL BUSINESS
COUNTY OF COOK, ILLINOIS
NO CHARGE

ASSIGNMENT OF NOTE, OWNER'S PARTICIPATION AGREEMENT, AND MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT ASSIGNOR, West Sub.Neigh.Pres.Agcy, an Illinois municipal corporation or an Illinois intergovernmental agency, located in the County of Cook, Illinois, in consideration of its participation in the Cook County Home Program and the provision of funds therefrom to the Assignor, receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over to the Assignee, the County of Cook, a body politic and corporate of the State of Illinois:

the Note dated September 20, 1994, given by Borrower to Assignor; and
the Owner's Participation Agreement dated March 10, 1994, given by and between Borrower and Assignor; and
the Mortgage or Junior Mortgage dated September 20, 1994, given by Borrower to Assignor recorded in the Recorder's Office of the County of Cook, in the State of Illinois, as document number _____,

together with all of the Assignor's rights, accrued interest and other obligations secured thereby, and the real estate described therein;

The Note, Owner's Participation Agreement, and Mortgage or Junior Mortgage and any other instrument or instruments secured thereby are delivered herewith to the Assignee.

The Assignor represents and warrants to the Assignee that the Assignor has full right and power to make this assignment, and that the following is true with respect to the Mortgage or Junior Mortgage:

Unpaid principal balance: $15,771.00

Legal Description:

See attached - Exhibit A

DEPT-07 CC NO FEE $25.00
T#0004 TRAN 6352 04/26/95 13:27:00
#7470 # L.F *-95-273069
COOK COUNTY RECORDER

95273069

Address:

5127 Castle Drive, Bellwood, IL 60104
Permanent Real Estate Index Numbers(s): 15-08-101-036

RETURN TO BOX 183

WITNESS the hand and seal of the Assignor the 25 day of April, 1995.

West Suburban Neighborhood
Preservation Agency
3200 W. Washington Blvd.
Bellwood, IL 60104

By: _____
President/Mayor/Chairman

ATTEST: _____
Clerk/Secretary

(SEAL)

Approved as to form: _____
Municipal/Agency Attorney

Accepted by County of Cook:

_____ 4/25/95
Authorized Signature Date

David J. Ricker, Project Director Housing Division
Typed Name and Title

Approved as to form: _____
Assistant State's Attorney

95273069

Legal Description:

Lot 33 in Castle Homes Addition to Bellwood, a Subdivision of part of Lots 4 and 5 in the Subdivision of the Northeast Fractional 1/4 and the Northeast 1/4 of the Fractional Northwest 1/4 of Fractional Section 8, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois:

Address:

5127 Castle Drive, Bellwood, IL 60104

Permanent Index Number:

15-08-101-036



95273069

95273069