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SEPT-01 RECORDING \$37.00
 T#0009 TRAN 0372 09/02/97 15:31:00
 #3472 ÷ RC #-97-643435
 COOK COUNTY RECORDER

3014
 NORTH AMERICAN MORTGAGE COMPANY
 Prepared by: DINA M. AKERLUND
 P.O. BOX 808031
 PETALUMA, CA 94975-8031
 DOC MANAGEMENT AU 054

9p.

J43

MORTGAGE

713891 -521

2. 97 1995

THIS MORTGAGE ("Security Instrument") is given on **AUGUST 29, 1997**. The mortgagor is
RAISSA NOSSOVA, AN UNMARRIED WOMAN, DIVORCED AND NOT SINCE REMARRIED

Mortgage to be re-recorded to attach bond (FHA) addendum

("Borrower"). This Security Instrument is given to **NORTH AMERICAN MORTGAGE COMPANY**

which is organized and existing under the laws of **DELAWARE**, and whose
 address is **3883 AIRWAY DRIVE, SANTA ROSA, CA 95403**

("Lender"). Borrower owes Lender the principal sum of
THIRTY EIGHT THOUSAND FOUR HUNDRED SEVENTY FIVE AND 00/100

Dollars (U.S. \$ **38,475.00**). This debt is evidenced by Borrower's note dated the same date as this Security
 Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on
SEPTEMBER 01, 2027. This Security Instrument secures to Lender: (a) the repayment of the debt

evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all
 other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c)
 the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this
 purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in
COOK County, Illinois:

THE LEGAL DESCRIPTION IS ATTACHED HERETO AS A SEPARATE
 EXHIBIT AND IS MADE A PART HEREOF.

RECORDING BOX 156

SEE RIDER(S) HERETO ATTACHED AND EXPRESSLY MADE A PART HEREOF. **ADVANTAGE TITLE COMPANY**

Parcel ID#: **09-18-100-027-1000**

One TransAm Plaza Drive, Suite 500

which has the address of **8101 N. SHERIDAN RD # 7A, CHICAGO**

Oakbrook Terrace, IL 60181 City.

Illinois **00880**

(Zip Code) ("Property Address");

ILLINOIS Single Family - FNMA/FILMC UNIFORM
 Initials: **R.N.** INSTRUMENT Form **3014** 8/90
 Amended 12/93

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VMP MORTGAGE FORMS • (800)821-7291



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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 Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized 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.

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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to

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Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, 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 10 days of the giving of notice.

5. Hazard or Property 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, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 and Lender's security is not lessened. 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.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 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.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the 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 18, 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 loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, 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 forfeiture 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 this 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 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 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.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the

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premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premiums being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **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 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. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument 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 notice to Lender. Any notice to Lender shall be given by

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first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **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 Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "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 paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **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 paragraph 17 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

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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 pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to Borrower. 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.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> VA Rider | <input checked="" type="checkbox"/> Other(s) (specify) BOND ADDENDA | |

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

Witnesses:

Raissa Nossova (Seal)
RAISSA NOSSOVA -Borrower

(Seal)
-Borrower

(Seal) (Seal)
-Borrower -Borrower

STATE OF ILLINOIS, COOK County ss:

I, the undersigned, a Notary Public in and for said county and state do hereby certify that RAISSA NOSSOVA, divorced and not remarried

, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that 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

29 day of aug, 1997.

My Commission Expires: February 16, 1998

[Signature]
Notary Public

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UNIT 7"A" IN PARK EDGEWATER CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THAT PART OF LOTS 12 TO 15 (EXCEPT THE WEST 14 FEET OF SAID LOTS) LYING WEST OF A LINE WHICH IS 169 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOTS IN BLOCK 9 IN COCHRAN'S 2ND ADDITION TO EDGEWATER IN THE EAST 1/2 OF FRACTIONAL SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 25213635, AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 20TH day of AUGUST, 1997, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to NORTH AMERICAN MORTGAGE COMPANY®

97950253

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:
6101 N. SHERIDAN RD # 7A, CHICAGO, IL 60660

(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:
PARK EDGEWATER

(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS, in addition to the covenants and agreements made in the Security Instrument, Borrower and Lender by their covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

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E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Raisa Nossova _____ (Seal)
RAISSA NOSSOVA -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

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FORM 21

FHA ADDENDUM

The Lender may require immediate payment in full of all sums secured by this Mortgage if:

(a) all or any part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the Mortgagor to a purchaser or other transferee:

(i) who cannot reasonably be expected to occupy the property as a principal residence within a reasonable time after the sale or transfer, all as provided in Sections 143(c) and (i)(2) of the Internal Revenue Code of 1986, as amended; or

(ii) who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, all as provided in Sections 143(d) and (i)(2) of the Internal Revenue Code of 1986, as amended (except that "100 percent" shall be substituted for "95 percent or more" where the latter appears in Section 143(d)(1)); or

(iii) at an acquisition cost which is greater than that provided for in Sections 143(e) and (i)(2) of the Internal Revenue Code of 1986, as amended; or

(iv) who has a gross family income in excess of the applicable percentage of median family income as provided in Sections 143(f) and (i)(2) of the Internal Revenue Code of 1986, as amended; or

(b) The Mortgagor fails to occupy the property described in the Mortgage without the Lender's prior written consent; or

(c) The Mortgagor omits or misrepresents a material fact in an application for the loan secured by this Mortgage.

References are to the Internal Revenue Code of 1986, as amended, in effect on the date of the issuance of the bonds used to finance the purchase of this Mortgage, and are deemed to include the implementing regulations.

If all or any part of the property is sold or transferred by the Mortgagor without the Lender's prior written consent, other than a transfer by devise, descent or by operation of law, the Lender may, at the Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

X Raissa Nossais
(Mortgagor Signature)

(Mortgagor Signature)

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FORM 17

AFFIDAVIT OF MORTGAGOR CITY OF CHICAGO, ILLINOIS COLLATERALIZED SINGLE FAMILY MORTGAGE REVENUE BONDS, SERIES 1997-A SERIES 1997-B

MORTGAGOR(S) Raisa Nagova
 PROPERTY ADDRESS 601 N. Sheridan Chicago IL 60610 (APT 7A)
 LEGAL DESCRIPTION _____
 STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

The undersigned (jointly and severally, the "Mortgagor") being duly sworn according to law, deposes and says:

1. I am currently or intend to become a resident of the State of Illinois.
 2. I am a United States citizen or alien admitted for permanent residency.
 3. I possess the legal capacity to incur the obligations of the Mortgage Loan.
 4. I shall use the Single Family Residence to be purchased as my principal residence promptly and in no event later than sixty (60) days following the Mortgage Loan Closing (or, if the Single Family Residence is being constructed or renovated, in no event later than sixty (60) days following the date such construction or renovation is completed). The Single Family Residence contains residential unit(s) which, or at least one of which, will be owned and occupied by me. Not more than 15% of the total enclosed, finished area of the Single Family Residence will be used primarily in any trade or business activity in any manner that will qualify, for Federal income tax purposes, for a home business expense deduction, or as investment property (income/rental property) or as a recreational, vacation or second home for me or my family. The real estate associated with the residence I intend to purchase is not in excess of that necessary to maintain the basic livability of the residence, and does not and will not provide, other than incidentally, a source of income to me, and that I do not intend to subdivide the real estate.

5. The Single Family Residence contains (check one):
 one unit
 two units
 three units
 four units

If the single Family Residence contains two, three or four units, I will occupy one unit while renting out the others, and (unless the Single Family Residence is a newly constructed two-family home in a Targeted Area) the Single Family Residence was first occupied for residential purposes at least 5 years prior to the date of closing of my Mortgage Loan.

6. The information included in the Residential Loan Application is true, accurate and complete. No part of the cash downpayment or closing costs has been borrowed from any source other than disclosed in the Residential Loan Application. Mortgagor(s) name(s), the property address and legal description for the mortgage applied for are all true, complete and correct.

7. I understand that if I cease to use the residence as my principal residence for a period in excess of twelve (12) months, no deduction shall be allowed for mortgage interest accruing after the first day in such period in the calculation of my Federal income taxes.

8. The income of all Mortgagors and any other person who is at least 18 years of age and is expected to live in the related Single Family Residence (but excluding any person who is liable on the Mortgage Note as a guarantor or co-signer who does not have a present ownership interest in the Single Family Residence and who executes an Affidavit of Co-Signer/Guarantor) are set forth in the Program Eligibility Worksheet (Part II - Current Annual Family Income Worksheet) attached. All information set forth in the Program Eligibility Worksheet is true, complete and correct.

9. I understand that under the Program of the City of Chicago, all or a part of the Mortgage Loan proceeds may be used to pay or replace a short term construction loan or temporary initial financing on the residence to be financed where the term of such interim financing is twenty-four (24) months or less. Complete and accurate copies of all documents have been provided to the Lender pertaining to any interim financing (if applicable) of the Single Family Residence to be financed under the Program.

#17 was not orig

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10. I understand that for the purposes of the following, examples of interests which constitute "Present Ownership" interests are as follows: (i) a fee simple interest; (ii) a joint tenancy, a tenancy in common or tenancy by the entirety; (iii) the interest of a tenant-shareholder in a cooperative; (iv) a life estate; (v) a land contract (i.e., a contract pursuant to which possession and the benefits and burdens of ownership are transferred although a legal title is not transferred until some later time); and (vi) an interest held in trust for the mortgagor (whether or not created by the mortgagor) that would constitute a present ownership interest if held directly by the mortgagor.

Also for purposes of the following, I understand that examples of interests which do not constitute "Present Ownership" interests are as follows: (i) a remainder interest; (ii) a lease with or without an option to purchase; (iii) a mere expectancy to inherit an interest in a principal residence; (iv) the interest of a purchaser of a residence acquired on the execution of a purchase contract; and (v) an interest in other than a principal residence during the previous three (3) years.

Select (a) or (b) as appropriate:

a. Other than allowed as a consequence of financing in effect as set forth in Paragraph 8 (above), at no time during the three-year period prior to the closing of this Mortgage Loan have I had any "Present Ownership" interest in my principal residence. During the three-year period prior to the closing of this Mortgage Loan, I have lived as a tenant, lived with members of my immediate family, or under some other arrangement without having a "Present Ownership" interest in the principal residence in which I lived. The Single Family Residence that I am purchasing is located in either a (Non-Targeted Area or Targeted Area). Attached hereto are copies of my signed Federal Income Tax Returns for the three (3) previous years or as otherwise required unless I did not and was not required to file such a return in accordance with Section 6012 of the Internal Revenue Code of 1986, as amended. Full disclosure and documentation of such has also been provided to the Lender, if applicable. The years for which I was not required to file Federal Income Tax Returns were as follows: 1994, 1995

b. During the three-year period prior to the closing of this Mortgage Loan I have had a "Present Ownership" interest in my principal residence, and the Single Family Residence I am purchasing is located in a Targeted Area.

11. The "Acquisition Cost" of the Single Family Residence is computed in accordance with the Program Eligibility Worksheet attached (Part I - Acquisition Cost Worksheet). The Worksheet is a part of this Affidavit, and I hereby certify the information therein to be true, accurate, complete and correct.

12. Apart from any normal real estate agents' commissions, no money is being paid, no promissory note is being delivered, nor is anything else of value (including, without limitation, personal property) being exchanged for or transferred to the Seller of the Single Family Residence or any other persons by me or, to my knowledge, by any other person in connection with the purchase of the property except as indicated in the escrow and settlement documents.

13. I have not entered into any agreement with the Seller of the Single Family Residence, the developer, the contractor, or any other person pursuant to which any portion of the Single Family Residence has been left unfinished or any fixtures or other necessary architectural appointments have been omitted or removed from the Single Family Residence in order to reduce the Acquisition Cost.

14. Attached hereto is a complete and accurate copy of the Agreement to Purchase executed by the Mortgagor and the Seller. There exists no other agreement, written or oral, between the Mortgagor and the Seller.

15. I UNDERSTAND I AM NOT ALLOWED TO SELL MY HOME TO ANY PERSON AND PERMIT SUCH PERSON TO ASSUME MY OBLIGATIONS UNDER THE MORTGAGE AND RELATED MORTGAGE NOTE UNLESS SUCH PERSON (I) SATISFIES ALL REQUIREMENTS OF THIS AFFIDAVIT AND SO CERTIFIES AS SUCH, (II) MEETS ALL ASSUMPTION REQUIREMENTS OF FHA, VA, FHLMC OR FNMA (AS APPLICABLE), AND (III) OBTAINS THE WRITTEN CONSENT OF THE MASTER SERVICER TO SUCH ASSUMPTION.

16. There are no other persons who are to have "Present Ownership" interests in the Single Family Residence, the Mortgage Note or the Mortgage who have not signed this Affidavit.

17. I understand that the Lender or its authorized representatives may conduct investigations in order to verify the truth and completeness of the statements set forth herein. I hereby agree to provide access to such information, past income tax returns canceled checks or receipts evidencing payment of real estate utility statements, employment records, and similar data, as may be necessary in connection with such verification procedure.

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18. I understand that:
- (a) the Mortgage is being provided under a program financed with the proceeds of certain bonds (the "Bonds");
 - (b) the terms of the Mortgage Loan are available only if the interest on the Bonds is excludable from gross income for Federal income tax purposes;
 - (c) this exclusion of the interest on the Bonds may be adversely affected if the statements made in this Affidavit or other affidavits and certificates given in connection with the making of the Mortgage Loan are untrue; and
 - (d) if any of the statements set forth herein are not true, correct, and complete in all respects, the Mortgage Loan may be declared immediately due and payable in full.

I fully understand that each of the above statements, attachments and the information on the Residential Loan Application is material and is required to obtain a Mortgage Loan and declare under penalty of perjury, which is a felony offense, that the above statements are true, accurate, complete and correct.

I further certify that I am not a current or former employee (other than a Permitted Employee), officer or City Council member of the City of Chicago, Illinois or a director or officer of The First National Bank of Chicago, as Trustee, or the Master Servicer or an officer, director or principal shareholder of the Lender through which I am making the Mortgage Loan Application, nor am I related by blood, marriage or adoption to any such person.

I further understand that the Issuer and/or the Master Servicer may wish to investigate and verify the information provided, and that all information provided is hereby deemed to be public information and do hereby release the Lender, the Issuer, the Custodian, the Trustee, the Servicer and their respective trustees, officers, directors, employees, attorneys and agents from any claim that I may now have or in the future based upon, arising out of or related to any investigation or verification which the Issuer, the Trustee and their respective trustees, officers, directors, employees, attorneys or agents may undertake.

X Raissa Nossouva
Mortgagor's Signature

Mortgagor's Signature

X RAISSA NOSSOUVA
Mortgagor's Printed Name

Mortgagor's Printed Name

X 318-86-0142
Mortgagor's Social Security Number

Mortgagor's Social Security Number

Acknowledged and sworn to before me, a Notary Public in and for said County and State this 17 day of July 1997

My Commission expires: _____
(SEAL)



Dana Daum
Notary Public

I have assisted in preparation of the above document.

Signature

Name and Title

Company Name

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FORM 18

PROGRAM ELIGIBILITY WORKSHEET
CITY OF CHICAGO, ILLINOIS
COLLATERALIZED SINGLE FAMILY MORTGAGE REVENUE BOND
SERIES 1997-A
SERIES 1997-B

07550253

PART I - ACQUISITION COST WORKSHEET

Mortgagor(s) RAISSA NOSSOVA
Seller(s) CARMEN VAZQUEZ

The Acquisition Cost of the land and the dwelling to be acquired by the Applicant is computed as follows:

ADDITIONS:

1. Amount paid, in cash or in kind, to or for the benefit of the Seller (or a related party to the Seller) by or on behalf of the Applicant (or a related party to the Applicant) for the residence and all land \$ 40,500.00
 2. Interest paid during construction period (if not included in item one above) \$ _____
 3. Cost of all other work necessary to complete the residence (regardless of source of funds or intention to complete) (See Section 4.03(b)(ii)) \$ _____
 4. Cost to the Applicant of land on which the residence is or will be located (if purchased by the Applicant within two years of construction start date, and not included in item one above) \$ _____
 5. Settlement costs, including real estate transfer taxes, recording fees, title insurance premiums, survey fees and other similar costs or financing costs including credit reference fees, legal fees, appraisal expenses or points. Amounts are included here only if they are over and above the usual and reasonable amounts for these expenses for a non-VA/FHA/FNMA/FHLMC loan. (Specify): \$ _____
 6. (Leasehold Mortgages Only) The capitalized value of the ground rent (formula to be provided from Servicer) \$ _____
- SUBTOTAL OF ADDITIONS** \$ _____
7. The Applicant(s) expect(s) to purchase from the Seller the following items of personal property, other than fixtures as defined in "NOTE" below. (This amount must also be subtracted from the mortgage loan): (\$ _____)

Items of Personal Property	Purchase Price
_____	_____
_____	_____

The purchase price paid for each such item does not exceed the fair market value of such item.

8. The portion of the cost attributed to any land which is in excess of basic livability. (This amount must also be subtracted from the Mortgage Loan.) (\$ _____)
9. If included in "Additions," the value of services performed by the Applicant or donated by family members (brothers and sisters - whole or half blood, spouse, ancestor and lineal descendants) in constructing, improving or completing the residence. (If family members are hired as paid contractors, the cost of those services included in "Additions" are not subtracted and may be financed with the proceeds of the Mortgage Loan) (\$ _____)

SUBTOTALS OF SUBTRACTIONS (\$ _____)
TOTAL ACQUISITION COST \$ 40,500.00

NOTE: A "fixture" is property, affixed to real estate, which the Applicant intends (i) to keep so affixed during its useful life, and (ii) to be part of the real estate. Refrigerators, stoves, washers and dryers, unless actually built into the Single Family Residence, are considered to be personal property and not fixtures.

Signed this 17 day of July 1997

Seller _____
Seller _____

X Raissa Nossova
Applicant
X _____
Applicant

*not orig
+ seller not signed*

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PROGRAM ELIGIBILITY WORKSHEET — PART II

CITY OF CHICAGO, ILLINOIS
COLLATERALIZED SINGLE FAMILY MORTGAGE REVENUE BONDS,
SERIES 1997-A
SERIES 1997-B

97950253

PART II — CURRENT ANNUAL FAMILY INCOME WORKSHEET

Mortgagor(s) RAISSA NOSSOVA

The information requested below must be provided with respect to all mortgagors and all individuals who are expected to live in the residence being financed.

The Internal Revenue Code of 1986, as amended (the "Code"), establishes certain income limits for recipients of Mortgage Loans. The information requested below must be provided in order to enable the Issuer (or its agents) to determine your eligibility under said limits for a Mortgage Loan.

The information provided below will be used solely to determine your eligibility under the income limits and will not be used for loan underwriting purposes. You must complete this form in addition to the Residential Loan Application because the Code requires that certain sources of income must be included when determining income eligibility which you are not required to include when reporting your income for mortgage loan underwriting purposes.

On each line include the total of all such monthly income for all mortgagors and all persons who are at least 18 years old and are expected to live in the residence (but excluding any person who is liable on the Mortgage Note as a guarantor or co-signer who does not have a present ownership interest in the Single Family Residence and who executes an Affidavit of Co-Signer/Guarantor). The calculation of monthly income shall include all wages and salaries (including pay for part-time employment), overtime pay, sick pay, commissions, fees, tips and bonuses before payroll deductions, income received from trusts, net income from the operation of a business or profession or from the rental of real or personal property (without deducting expenditures for business expansion or amortization of capital indebtedness); interest, royalties and dividends; Veteran's Administration compensation; the full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts; payments in lieu of earnings, such as unemployment and disability compensation, workmen's compensation and severance pay; the maximum amount of public assistance available to the above persons; periodic and determinable allowances, such as alimony and child support payments and regular contributions and gifts received from persons not residing in the dwelling; and all regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is the head of the household or spouse; and any earned income tax credit to the extent that it exceeds income tax liability.

Source of Income

Gross Income	\$ 93,004.00
Overtime & part time employment	\$ _____
Bonuses	\$ _____
Dividends, interest, royalties and trusts	\$ _____
Business activities or investments	\$ _____
Net rental income	\$ _____
Pension and Social Security benefits	\$ _____
Veterans Administration compensations	\$ _____
Unemployment compensations	\$ _____
Sick pay	\$ _____
Alimony and child support	\$ _____
Public Assistance	\$ _____
Any other	\$ _____
TOTAL	\$ _____
TOTAL CURRENT ANNUAL FAMILY INCOME	\$ 93,004.00

* Raissa Nossova
Mortgagor's Signature

7/17/97
Date

Mortgagor's Signature

Date

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12/20/2012

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FORM 19

REAFFIRMATION OF MORTGAGOR
CITY OF CHICAGO, ILLINOIS
COLLATERALIZED SINGLE FAMILY MORTGAGE REVENUE BONDS,
SERIES 1997-A
SERIES 1997-B

(To Be Executed At The Time Of Closing)

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

97950253

I hereby reaffirm that the statements and information contained in the Affidavit of Mortgagor and Program Eligibility Worksheet - Part I & Part II which I executed on the 24th day of August, 1997 including without limitation the computation of Current Annual Family Income, are true, accurate and complete when made and remain true, accurate, complete and unchanged.

Raissa Novakos
Mortgagor's Signature

Mortgagor's Signature

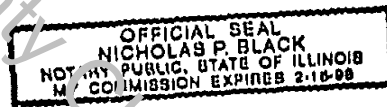
Mortgagor's Printed Name

Mortgagor's Printed Name

Acknowledged and sworn to before me, a Notary Public in and for said County and State, this 24th day of August, 1997.

Nicholas P. Black
Notary Public

My Commission expires: February 16, 1998



(SEAL)

This was my

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6/25/2012

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FORM 20

SELLER AFFIDAVIT AND CERTIFICATION
CITY OF CHICAGO, ILLINOIS
COLLATERALIZED SINGLE FAMILY MORTGAGE REVENUE BONDS,
SERIES 1997-A
SERIES 1997-B

SELLER'S NAME CARMEN VAZQUEZ
SELLER'S ADDRESS 6101 N. SHERIDAN RD #7A
(forwarding address when applicable) CHICAGO, IL 60660
PURCHASER'S NAME RAISSA VOSSOVA
PROPERTY ADDRESS 6101 N. SHERIDAN RD #7A
STATE OF ILLINOIS)
COUNTY OF COOK) SS. Chicago, IL 60660

97950253

1. Select (a), (b), (c) or (d) as appropriate:

- (a) The Seller is more than eighteen (18) years of age and a citizen of the United States.
- (b) The Seller is a corporation duly organized and in good standing under the laws of its corporate jurisdiction, and the persons executing this affidavit and the deed on behalf of the Seller are duly elected officers of the Seller and have been fully empowered by proper resolution of the board of directors of the Seller to execute and deliver this affidavit and the deed; and the Seller has full corporate capacity to convey the real estate described herein and all necessary corporate action for the making of such conveyance has been taken and done.
- (c) The Seller is an Illinois general partnership and the persons executing this affidavit and deed on behalf of the Seller are fully empowered to execute and deliver this affidavit and deed.
- (d) The Seller is an Illinois land trust duly created under the laws of the State of Illinois, and the persons signing this affidavit and the deed are duly elected officers of the institution at which the land trust is created, and the land trust has been duly directed by its beneficiary or beneficiaries to execute and deliver this affidavit and deed.
2. The Seller has this day executed a deed to the above indicated Purchaser, conveying the Real Estate described and located in the county indicated above.
3. The Seller has good title in fee simple to the Real Estate free and clear of all charges, liens and encumbrances, except as shown in the commitment for mortgage title insurance and except visible easements.
4. Since the date of the commitment for mortgage title insurance, the Seller has not executed any deeds, mortgages, contracts or other instruments whereby title to the Real Estate might be affected.
5. There are no unpaid bills for labor or material which has been ordered, authorized or furnished for the Real Estate or which might operate to create a lien against the Real Estate.
6. The Seller has not, either as principal or surety, executed any appeal bond or recognizance bond which is or might become a lien on the Real Estate. There are no suits pending or judgments in any court by or against the Seller affecting the Real Estate or in which a judgment lien could be acquired on the Real Estate. There are no bankruptcy proceedings pending by or against the Seller.

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7. The only persons in possession of or claiming the right or possession to the Real Estate other than the Seller are: None
8. None of the fixtures or property attached in any way to the Real Estate is subject to any lien or charge against the Real Estate, fixture or property under the Uniform Commercial Code or otherwise.
9. All of the Seller's immediate grantors and predecessors in title have been in open, notorious, peaceable, visible, continuous, exclusive, uninterrupted, hostile or adverse possession of the Real Estate and every part thereof, under valid claim and color of title to the exclusion of all other persons whomsoever for more than twenty (20) years last past, and have paid all taxes and assessments from time to time due and payable thereon excepting such as have been assumed by the Purchaser.
10. The Seller further says: None (Disclose any other items which adversely affect title to the Real Estate).
11. The acquisition cost of the Real Estate to the Purchaser is indicated on the Program Eligibility Worksheet Acquisition Cost Calculation. This Worksheet is a part of this Affidavit, and I hereby certify the information indicated to calculate the acquisition cost to be true, correct and complete.
12. The contract of sale between the Seller and the Purchaser represents all agreements between the parties involved in the real estate transaction.
13. The Seller voluntarily makes this affidavit to induce the Purchaser to accept the deed to the Real Property and to induce mortgagees, heirs, successors, assigns and all others to rely on the statements and representations herein made.

Seller Signature _____

Seller Signature _____

Seller Name _____

Date _____

Seller Name _____

Date _____

Subscribed and sworn to before me, a Notary Public in and for said County and State, this _____ day of _____, 19__.

Notary Public _____

My Commission expires: _____

not signed

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FORM 27

LOAN CLOSING CERTIFICATE OF LENDER
CITY OF CHICAGO, ILLINOIS
COLLATERALIZED SINGLE FAMILY MORTGAGE REVENUE BONDS,
SERIES 1997-A
SERIES 1997-U

97950253

LENDER:

North American Ind. Co.
14300 Kedzie Ave. #200
Chicago IL 60642

MORTGAGOR AND PROPERTY ADDRESS:

6101 N. Sheridan Rd #7A
Chicago IL 60660
Russa Nossavel

DATE OF CLOSING: 8.29.97

LOAN AMOUNT: 38475.00

The undersigned, acting as a duly elected officer of and on behalf of the Lender indicated above, hereby certifies and warrants to the City of Chicago, Illinois (the "Issuer"), and its agents, the following:

(a) The Lender has closed a Mortgage Loan to the eligible Mortgagor on the date, in the amount and for the property indicated above.

(b) The cash downpayment and closing costs have been provided by or on the behalf of the Mortgagor in accordance with Program guidelines and the Origination and Servicing Agreement (the "Agreement"). The Lender has not provided any financing in this transaction except for the subject Mortgage Loan. The Lender has not advanced funds or solicited any such advance for the required payments of the Mortgage Loan.

(c) The Lender has received a title insurance binder insuring the Lender and its assigns with respect to title to the property (the "Title Policy") and all premiums required to establish such insurance in full force and effect have been paid. The title insurance binder complies with the requirements of the Agreement, and the Lender is not aware of any facts or circumstances which would affect the delivery of the final title insurance policy in accordance with time and form requirements of the Agreement.

(d) Except with respect to liens, defects, exceptions and encumbrances permitted by the Agreement, the Lender has made all payments necessary to extinguish all liens shown on the Title Policy and has received and recorded all documents or instruments necessary to cure all defects and to cause the elimination of all exceptions shown on the Title Policy.

(e) The deed to the property, the Mortgage Note and Mortgage on the property, the Assignment of Mortgage Note and Mortgage to the Servicer, and all of the documents necessary for the transfer of title to the property to the eligible Mortgagor for the granting of a Mortgage Note and Mortgage on the property to the Lender and the assignment of such Mortgage Note and Mortgage to the Servicer have been duly executed, acknowledged, received and recorded. The lien securing the Mortgage Loan has been perfected by recording and has not been impermissibly satisfied, subordinated or impaired. The Mortgage Loan is not subject to any other pledge or assignment.

(f) The Lender has received an original insurance binder or policy evidencing all hazard insurance, mortgage insurance and flood insurance (when applicable) as required by the Agreement; and is not aware of any fact or circumstance which would affect the delivery of the standard hazard insurance policy if not previously received in a timely manner and acceptable form. All premiums required to establish such insurance in full force and effect have been paid.

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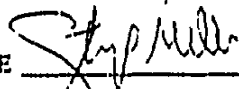
(j) The Lender has determined that the Single Family Residence (i) constitutes a completed residence unit, (ii) contains no land in excess of normal requirements, and (iii) is occupied (or will be occupied within 60 days of the date of execution of the Mortgage or the date construction or renovation of the Single Family Residence is completed) by the Mortgagor as Mortgagor's principal residence. The Lender has also determined that the Mortgagor is an "Eligible Person and Family," as defined in the Agreement.

(k) The Mortgage Loan has been originated in accordance with the Agreement and the Issuer's Program. The Lender has reviewed the Mortgagor's Application and Affidavit of Mortgagor for conformity with the provisions of the Agreement. The Lender has, with due diligence, verified the information in the Affidavit of Mortgagor and determined such information to be true and correct. Information supplied by the Lender has been accurately supplied by the Mortgagor or the Lender in connection with the Mortgage Loan. The Mortgage Loan has been underwritten in accordance with the Agreement and prudent lending practice.

(l) Neither the Seller nor the Mortgagor or Spouse or other Person related by blood or adoption to such Seller or Mortgagor is an Officer or Director of the Issuer or the Trustee, or an Officer or Director or Principal Shareholder of the Lender.

DATE: 8-27, 1997

AUTHORIZED SIGNATURE



NAME AND TITLE

Asst. N-P / Dist. Rep. (M) Mgr.

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FORM 29

NOTICE OF POTENTIAL RECAPTURE TAX ON SALE OF HOME

Because you are receiving a mortgage loan from the proceeds of a tax-exempt bond, you are receiving the benefit of a lower interest rate than is customarily charged on other mortgage loans and/or down-payment assistance. If you sell or otherwise dispose of your home during the next nine (9) years, this benefit may be "recaptured." The recapture is accomplished by an increase in your federal income tax for the year in which you sell your home. The recapture only applies, however, if you sell your home at a gain and if your income increases above specified levels.

You may wish to consult a tax advisor or the local office of the Internal Revenue Service at the time you sell your home to determine the amount, if any, of the recapture tax. Along with this notice, you are being given additional information that will be needed to calculate the recapture tax, which appears below.

NOTICE TO MORTGAGOR OF MAXIMUM RECAPTURE TAX AND OF METHOD TO COMPUTE RECAPTURE TAX ON SALE OF HOME

A. INTRODUCTION

1. **GENERAL.** When you sell your home you may have to pay a recapture tax as calculated below. The recapture tax may also apply if you dispose of your home in some other way. Any references in this notice to the "sale" of your home also includes other ways of disposing of your home. For instance, you may owe the recapture tax if you give your home to a relative.
2. **EXCEPTIONS.** In the following situations, no recapture tax is due and you do not need to do the calculations:
 - a. You dispose of your home later than nine (9) years after you close your mortgage loan;
 - b. Your home is disposed of as a result of your death;
 - c. You transfer your home either to your spouse or to your former spouse or to your former spouse incident to divorce and you have no gain or loss included in your income under section 1041 of the Internal Revenue Code; or
 - d. You dispose of your home at a loss.

B. MAXIMUM RECAPTURE TAX

The maximum recapture tax that you may be required to pay as an addition to your federal income tax is \$2,404.69. (LENDER: INSERT THE ACTUAL DOLLAR AMOUNT RESULTING FROM THE PRODUCT OF 6.25% MULTIPLIED BY THE HIGHEST PRINCIPAL AMOUNT OF THE MORTGAGE LOAN.) This amount is 6.25% of the highest principal amount of your mortgage loan and is your federally subsidized amount with respect to the loan.

C. ACTUAL RECAPTURE TAX

The actual recapture tax, if any, can only be determined when you sell your home, and is the lesser is (1) 50% of your gain on the sale of your home, regardless of whether you have to include that gain in your income for federal income tax purposes, or (2) your RECAPTURE AMOUNT determined by multiplying the following three numbers:

- (i) \$2,404.69 (Lender: Insert the actual dollar amount resulting from the product of 6.25% multiplied by the highest principal amount of the Mortgage Loan) (the Maximum Recapture Tax, as described in paragraph B above),
- (ii) The Holding Period Percentage, as listed in Column 1 in the Table, and
- (iii) The Income Percentage, as described in paragraph D below.

not owing

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D. INCOME PERCENTAGE

You calculate the income percentage as follows:

- (i) **SUBTRACT** the applicable **ADJUSTED QUALIFYING INCOME** in the taxable year in which you sell your home, as listed in Column 2 in the Table, **FROM** your **MODIFIED ADJUSTED GROSS INCOME** in the taxable year in which you sell your home.

Your modified adjusted gross income means your adjusted gross income shown on your federal income tax return for the taxable year in which you sell your home, with the following two adjustments: (a) your adjusted gross income must be **INCREASED** by the amount of any interest that you receive or accrue in the taxable year from tax-exempt bonds that is excluded from your gross income (under section 103 of the Internal Revenue Code); and (b) your adjusted gross income must be **DECREASED** by the amount of any gain included in your gross income by reason of the sale of your home.

- (ii) If the amount calculated in (i) above is zero or less, you owe no recapture tax and do not need to make any more calculations. If it is \$5,000 or more, your income percentage is 100%. If it is greater than zero but less than \$5,000, it must be divided by \$5,000. This fraction, expressed as a percentage, represents your income percentage. For example, if the fraction is \$1,000/\$5,000, your income percentage is 20%.

E. LIMITATIONS AND SPECIAL RULES ON RECAPTURE TAX

1. If you give away your home (other than to your spouse or ex-spouse incident to divorce), you must determine your actual recapture tax as if you had sold your home for its fair market value.
2. If your home is destroyed by fire, storm, flood, or other casualty, there generally is no recapture tax if, within two (2) years, you purchase additional property for use as your principal residence on the site of the home financed with your original subsidized mortgage loan.
3. In general, except as provided in future regulations, if two or more persons own a home and are jointly liable for the subsidized mortgage loan, the actual recapture tax is determined separately for them based on their interests in the home.
4. If you repay your loan in full during the nine (9) year recapture period and you sell your home during this period, your holding period percentage may be reduced under the special rule in section 143(m)(4)(C)(ii) of the Internal Revenue Code.
5. Other special rules may apply in particular circumstances. You may wish to consult with a tax advisor or the local office of the Internal Revenue Service when you sell or otherwise dispose of your home to determine the amount, if any, of your actual recapture tax. See section 143(m) of the Internal Revenue Code generally.

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TABLE

Date that you sell your home	(COLUMN 1) Holding Period Percentage	(COLUMN 2) Adjusted Qualifying Income	
		Number of Family Members Living in Your Home at the Time of Sale	
		2 or less	3 or more
Before the first anniversary of closing (See note below)	20%	<u>\$6,969</u>	<u>\$78,120</u>
On or after the first anniversary of closing, but before the second anniversary of closing	40%	<u>\$10,308.00</u>	<u>\$82,026.00</u>
On or after the second anniversary of closing, but before the third anniversary of closing	60%	<u>\$13,823.40</u>	<u>\$86,127.30</u>
On or after the third anniversary of closing, but before the fourth anniversary of closing	80%	<u>\$17,514.57</u>	<u>\$90,433.66</u>
On or after the fourth anniversary of closing, but before the fifth anniversary of closing	100%	<u>\$21,390.29</u>	<u>\$94,955.34</u>
On or after the fifth anniversary of closing, but before the sixth anniversary of closing	60%	<u>\$25,459.81</u>	<u>\$99,703.11</u>
On or after the sixth anniversary of closing, but before the seventh anniversary of closing	60%	<u>\$29,732.80</u>	<u>\$104,688.27</u>
On or after the seventh anniversary of closing, but before the eighth anniversary of closing	40%	<u>\$34,219.44</u>	<u>\$109,922.68</u>
On or after the eighth anniversary of closing, but before the ninth anniversary of closing	20%	<u>\$38,930.41</u>	<u>\$115,418.81</u>

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Note: Closing means the closing date for your loan.

(*LENDER: The actual notice to the mortgagor must provide the actual dollar figures for adjusted qualifying incomes for each of the years covered by the table. The entries in the first row are the highest qualifying incomes which, as of the date of the loan closing, would have met the low income requirement of Section 143(f) of the Code, taking into account whether the home financed with the subsidized mortgage loan is located in a targeted area as described in Section 143(j) of the Code (but determined without regard to whether the Mortgage Loan may be made without regard to the mortgagor's family income), or, if applicable, in a high housing cost area as described in Section 143(f)(3) of the Code. The entries in each subsequent row equal the entries in the immediately preceding row, times 1.05. The formula for determining these numbers is set forth in Section 143(m)(5) of the Code.

RECEIPT ACKNOWLEDGED:

X Rainisa Norbury
Borrower

Borrower

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CONDITION ADDENDUM

SIGN AND DATE FINAL 1003 AND ALL REQUIRED BOND FORMS (ENCLOSED)
ORIGINAL CERTIFICATE OF INSURANCE FOR CONDO TO BE RECEIVED BY NAMC.
FAX HUD-1 WHEN FIGURES ARE COMPLETE TO 708-403-9892.
BORROWERS TO SIGN AND DATE ALL DOCUMENTS EXACTLY AS SHOWN.
CALL WITH QUESTIONS AND/OR FOR FUNDING NUMBER.
THE CLOSING DOCUMENTS MUST BE RETURNED WITHIN 24 HRS. OF DISBURSEMENT OR
THERE WILL BE CHARGE OF \$100 PER DAY FOR THE FIRST 3 DAYS AND \$1000 PER
DAY THEREAFTER.
RETURN DOCUMENTS TO: NORTH AMERICAN MORTGAGE COMPANY
1100 W. 31ST STREET STE. 275
DOWNERS GROVE, IL 60515

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