

Capital Advance Program
Instructions for the Preparation of
Mortgage, Deed of Trust,
or Security Deed

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0070-010-100001

Under Section 202 of the Housing Act of 1959 or Section 811 of the National Affordable Housing Act

Public Reporting Burden for this collection of information is estimated to average 30 hours per response, including the time for reviewing instructions, reviewing existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Records Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600 and to the Office of Management and Budget, Paperwork Reduction Project (2502-0070), Washington, D.C. 20503. Do not send this completed form to either of these addresses.

Use the current FHA corporate mortgage, deed of trust, or security deed form applicable to the jurisdiction in which the mortgage premises are located to prepare the Section 202 or Section 811 mortgage, deed of trust or security deed.

Secretary of Housing and Urban Development is making a capital advance rather than insuring a loan and to delete all references to mortgage insurance. A sample form is shown below and on the following pages showing these changes and others (note especially paragraphs 17, 18 and 20) pertinent to the special features of the Section 202 or Section 811 program.

Appropriate modifications will be needed to show that the Secre-

Sample Mortgage Form:

This Indenture, made this 1st day of January, 1998, between Beth-Anne Residences, a not for profit corporation

organized and existing under the laws of the State of Illinois and the United States of America acting by and through the Secretary of Housing and Urban Development, hereinafter referred to as Mortgagee.

Witnesseth: That where as the Mortgagor is justly indebted to the Mortgagee in the principal (capital advance amount) sum of Ten Million Thirty-Six Thousand Two Hundred and no/100 Dollars (\$10,036,200.00), evidenced by its note of even date herewith, said principal being payable provided in said note with a final maturity of April 1, 2039, which note is identified as being secured hereby by a certificate thereon. Said note and all of its terms are incorporated herein by reference and this conveyance shall secure any and all extensions thereof, however evidenced.

Now, Therefore, the said Mortgagor, for the better securing of the payment of the said principal sum of money and the performance of the covenants and agreements herein contained, does by these presents Convey, Mortgage, and Warranty unto the Mortgagee, successors or assigns, the following described real estate situate, lying, and being in the See Exhibit A attached hereto and made a part hereof

in the County of Cook and the State of Illinois to wit:

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises; including but not limited to all gas and electric fixtures; all radiators, heaters, furnaces, heating equipment, steam and hot-water boilers, stoves and ranges; all elevators and motors; all bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing fixtures; all mantels and cabinets; all refrigerating plants and refrigerators, whether mechanical or otherwise; all cooking apparatus; all furniture, shades, awnings, blinds, and other furnishings, all of which apparatus, fixtures, and equipment, whether affixed to the realty or not, shall be considered real estate for the purposes hereof; and including all furnishings now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, and all renewals or replacements thereof or articles in substitution therefor; together with all building materials and equipment now or hereafter delivered to said premises and intended to be installed therein.

To Have And To Hold the above described premises, with the appurtenances and fixtures, unto the said Mortgagee, successors and assigns, forever, for the purposes and uses herein set forth.

And Said Mortgagor covenants and agrees:

- 1. That it will pay the Mortgage Note at the times and in the manner provided therein;
2. That it will not permit or suffer the use of any of the property for any purpose other than the use for which the same was intended at the time this Mortgage was executed;
3. That the Regulatory Agreement, executed by the Mortgagor and the Secretary of Housing and Urban Development, which is being recorded simultaneously herewith, is incorporated in and made a part of this Mortgage. Upon default under the Regulatory Agreement, the Mortgagee, at his/her option, may declare the whole indebtedness secured to be due and payable;
4. That all rents, profits and income from the property covered by this Mortgage are hereby assigned to the Mortgagee for the purpose of

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(including the debt herein secured). Permission is hereby given to Mortgagee, so long as no default exists hereunder, to collect such rents, profits, and income for use in accordance with the provisions of the Regulatory Agreement.

5. That upon default hereunder Mortgagee shall be entitled to the appointment of a receiver by any court having jurisdiction, without notice, to take possession and protect the property described herein and operate same and collect the rents, profits and income therefrom.
  6. That at the option of the Mortgagee the principal balance secured hereby may be adjusted on terms acceptable to the Mortgagee if partial prepayment results from an award in condemnation in accordance with provisions of paragraph 8 herein, or from an insurance payment made in accordance with provisions of paragraph 7 herein, where there is a resulting loss of project income:
  7. That the Mortgagee will keep the improvements now existing or hereafter erected on the mortgaged property insured against loss by fire and such other hazards, casualties, and contingencies, as may be stipulated by the Mortgagee, and all such insurance shall be evidenced by standard Fire and Extended Coverage Insurance policy or policies, in amounts not less than necessary to comply with the applicable Coinsurance Clause percentage, but in no event shall the amounts of coverage be less than eighty per centum (80%) of the insurable values or not less than the principal sum of the Mortgage, whichever is the lesser, and in default thereof the Mortgagee shall have the right to effect insurance. Such policies shall be endorsed with standard Mortgage Clause with loss payable to the Mortgagee, as interest may appear, and shall be deposited with the Mortgagee.
- That if the premises covered hereby, or any part thereof shall be damaged by fire or other hazard against which insurance is held as hereinabove provided, the amounts paid by any insurance company, to the extent of the principal sum remaining, shall be paid to the Mortgagee, and, at his/her option, may be applied to the debt or released for the repairing or rebuilding of the premises:
8. That all awards of damages in connection with any condemnation for public use or injury to any of said property are hereby assigned and shall be paid to Mortgagee, and Mortgagee is hereby authorized, in the name of Mortgagee, to execute and deliver valid acquittance thereof and to appeal from any such award;
  9. That it is lawfully seized and possessed of said real estate in fee simple and has good right to convey same;
  10. To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; that it will not make any structural alterations to the building without the written consent of the Mortgagee; to pay to the Mortgagee, or deposit in an escrow account acceptable to the Mortgagee, as hereinafter provided, until the final maturity date, a sum sufficient to pay all taxes and special assessments that heretofore or hereafter may be lawfully levied, assessed or imposed by any taxing body upon the said land, or upon the Mortgagee or Mortgagee on account of the ownership thereof to the extent that provision has not been made by the Mortgagee for the payment of such taxes and special assessments as hereinafter provided in subparagraph 17;
  11. In case of the refusal or neglect of the Mortgagee to make such payments, or to satisfy any prior lien or encumbrances, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in the Mortgagee's discretion he/she may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this Mortgage, to be paid out of the proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagee, and shall bear interest at the rate to be specified by the Mortgagee from the date of advance until paid, and shall be due and

payable on demand.

12. Its express provision notwithstanding, that the Mortgagee shall not be required nor shall he/she have the right to pay discharge of any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagee shall, in good faith, contest the same, or validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessments, or lien in contested, and the sale or forfeiture of the said premises or any part thereof to satisfy the same, but in the event of a tax contest, the Mortgagee shall deposit with the Mortgagee amount estimated by the Mortgagee sufficient to satisfy all tax penalties, interest, and costs which may reasonably accrue during a contest;
13. That it will not voluntarily create or permit to be created against the property subject to this Mortgage any lien or liens inferior or superior to the lien of this Mortgage and further that it will keep and maintain the same free from the claim of all persons supplying labor or material which will enter into the construction of any all buildings now being erected or to be erected on said premises;
14. That the improvements about to be made upon the premises also described and all plans and specifications comply with all municipal ordinances and regulations made or promulgated by lawful authority and that the same will upon completion comply with all such municipal ordinances and regulations and with the rules of applicable fire rate or inspection organization, bureau, association, or office. In the event the Mortgagee shall at any time fail to comply with such regulations, and ordinances which are now or may hereafter become applicable to the premises above described, after due notice a demand by the Mortgagee, thereupon the principal sum and all arrears of interest and other charges provided for herein, shall at the option of the Mortgagee become due and payable;
15. The Mortgagee covenants and agrees that so long as this Mortgage and the said note secured hereby are outstanding, it will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, national origin, sex, familial status, handicap, age, or creed, unless permitted by the Housing Act of 1959 or the National Affordable Housing Act and the HUD regulations promulgated thereunder.
16. That the funds to be advanced herein are to be used in the construction of certain improvements on the lands herein described, in accordance with a Capital Advance Agreement between the Mortgagee and Mortgagee dated January 1998, which Capital Advance Agreement (except such part or parts thereof as may be inconsistent therewith) is incorporated herein by reference to the same extent and effect as if fully set forth and made a part of this Mortgage; and if the construction of the improvements to be made pursuant to said Capital Advance Agreement shall not be carried out with reasonable diligence, or shall be discontinued at any time for a reason other than strikes or lock-outs, the Mortgagee, after due notice to the Mortgagee or any subsequent owner, is hereby invested with full and complete authority to enter upon said premises, employ watchmen to protect such improvements from degradation or injury and preserve and protect the personal property therein, and to continue and all outstanding contracts for the erection and completion of said buildings, to make and enter into any contracts and obligations wherever necessary, either in his/her own name or in the name of the Mortgagee, and to pay and discharge all debts, obligations, and liabilities incurred thereby. All such sums so advanced by the Mortgagee (exclusive of portions of the principal of the indebtedness secured thereby) shall be additionally secured by this Mortgage and shall be due and payable on demand with interest at the rate to be specified by the Mortgagee. The principal sum and other charges provided for herein shall, at the option of the Mortgagee or holder of this Mortgage and the note securing the same, become due and payable

in the nature of the Mortgagee to keep and perform any of the covenants, conditions and agreements of said Capital Advance Agreement. This covenant shall be terminated upon completion of the improvements to the satisfaction of the Mortgagee and the making of the final payment as provided in said Capital Advance Agreement.

- 17. The Mortgagee will pay to the Mortgagee as required, until the final maturity date, a sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by the Mortgage, plus the premiums that will next become due and payable on policies of fire and other property insurance covering the premises covered hereby, plus water rates, taxes, and assessments next due on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to the date when such ground rents, premiums, water rates, taxes and special assessments shall become due.
- 18. Any excess funds accumulated under the preceding paragraph remaining after payment of the items therein mentioned shall be credited to subsequent payments of the same nature required thereunder; but if any such item shall exceed the estimate therefor the Mortgagee shall without demand forthwith make good the deficiency. Failure to do so before the due date of such item shall be a default hereunder. If the property is sold under foreclosure or is otherwise acquired by the Mortgagee after default, any remaining balance of the accumulations under the preceding paragraph shall be credited to the principal of the Mortgage as of the date of commencement of foreclosure proceedings or as of the date the property is otherwise acquired; and
- 19. That the Mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.
- 20. That so long as the Mortgage and Note secured hereby are outstanding, it will not (a) rent dwelling accommodations in the mortgaged premises in excess of the rates approved by the Mortgagee or for periods of less than one month; (b) rent the premises as an entirety; (c) rent the premises or any part thereof to any persons for the purpose of subleasing; (d) rent the premises or permit its use for hotel or transient purposes; (e) require of any tenant as a condition of occupancy life-lease contracts, fees or other payments over and above those for rents, utilities, and collateral services;
- 21. In The Event of default in making any payment provided for herein or in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant herein stipulated, then the whole of said principal sum shall, at the election of the Mortgagee, without notice, become immediately due and payable, in which event the Mortgagee shall have the right immediately to foreclose this Mortgage;

22. And In Case Of Foreclosure of this Mortgage by the Mortgagee, any court of law or equity, a reasonable sum of all reasonable attorneys' fees of the complainant in this regard, not to exceed ten percentum (10%) of the amount of the principal indebtedness to be due, and the stenographer's fees of the complainant in this proceeding, and costs of minutes of foreclosure proceedings, and other cost of suit, and also for all outlays of documentation, and also the cost of a complete abstract of title for the purpose of such foreclosure, and in case of any other suit or legal proceeding instituted by the Mortgagee to enforce the provisions of this Mortgage or in case of any suit or legal proceeding wherein the Mortgagee shall be made a party thereto by reason of this Mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be further lien and charge upon said premises under this Mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this Mortgage;

23. And There Shall Be Included in any decree foreclosing this Mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorney's, solicitors, and stenographer's fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) All the moneys advanced by the Mortgagee, if any, for any purpose authorized in the mortgage, with interest on such advances at the rate specified by the Mortgagee, from the time such advances are made; (3) All the accrued interest remaining unpaid on the indebtedness hereby secured; (4) All the said principal sum. The over-plus of the proceeds of sale, if any, shall then be paid as the court may direct;

24. A Reconveyance of said premises shall be made by the Mortgagee to the Mortgagee on full payment of the indebtedness aforesaid, the performance of the covenants and agreements herein made the Mortgagee, and the payment of the sums owed under the terms of the said note.

25. It Is Expressly Agreed that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagee shall operate to release, in any manner, the original liability of the Mortgagee.

26. The Mortgagee hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage in its own behalf and on behalf of each and every person except decree or judgment creditors of the Mortgagee acquiring any interest in or title to the premises subsequent to the date of this Mortgage.

27. The Covenants Herein Contained shall bind, and the benefits and advantages shall inure to, the successors and assigns of the respective parties hereto. Wherever used, the singular number shall be plural, the plural the singular, and the use of any gender shall be applicable to all genders.

In Witness Whereof, the Mortgagee has caused its corporate seal to be hereunto affixed and these presents to be signed by its President and attested by its Vice President on the day and year first above written, pursuant to authority given by resolution duly passed by the Board of Directors of said corporation.

(Corporate Seal)

BETH-ANNE RESIDENCES, an Illinois not for profit corporation

By Mary Nelson  
Name: Mary Nelson  
Title: President

Attest L. E. Grisham  
Name: Lawrence E. Grisham  
Title: Vice President

State of Illinois

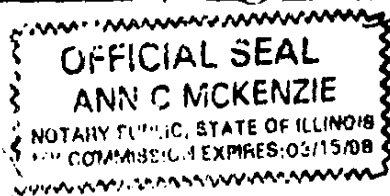
County of Cook

ANN C. MCKENZIE

Richard Klawiter

I, Richard Klawiter a Notary Public in and for said County in the State aforesaid, do hereby certify that Mary Nelson and Lawrence Grisham personally known to me to be the same persons whose names are respectively as President and ~~VP~~ of Beth-Anne Residences subscribed to the foregoing instrument, appeared before me in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with corporate seal, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act for the uses and purposes herein set forth.

Given under my hand and notarial seal, this 1<sup>ST</sup> day of January, 1998



(Seal)

*[Handwritten Signature]*  
Notary Public

My commission expires 3/15/08

**EXHIBIT A**

Legal Description

**PARCEL 1**

LOTS 8, 8\*, 8A, 8B, 8C, 8D, 8E, 8F, 8G, 8H, 8J, 8J\*, 8K, 8L\* AND 8M OF BETH ANNE SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PARCEL 2**

EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, PARKING, STRUCTURAL SUPPORT, USE OF FACILITIES, USE OF RESIDENCES EASEMENT FACILITIES, SIGNS, UTILITIES, DELIVERIES, MECHANICAL UNITS, ENCROACHMENTS, RESIDENCES OWNED FACILITIES, SECURITY, COMMON WALLS, CEILINGS, FLOORS, AND LIGHT, AIR AND MAINTENANCE AS CONTAINED IN BETH-ANNE EASEMENT AND OPERATING AGREEMENT BETWEEN BETH-ANNE FOUNDATION AND BETH-ANNE RESIDENCES DATED JANUARY 20, 1998 AND RECORDED JANUARY 20, 1998 AS DOCUMENT NO. 98050991.

Address: 4952 West Thomas Street

PINs: 16-04-404-003-0000

Prepared by:

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Rudnick & Wolfe  
203 North LaSalle  
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Return after recording to:

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HUD Legal Counsel, 26<sup>th</sup> Floor  
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Cook County Clerk's Office

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