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Illinois Anti-Predatory **Lending Database** Program

Certificate of Exemption



Doc#: 1314439092 Fee: \$52.00 RHSP Fee:\$10.00 Affidavit Fee:

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 05/24/2013 03:11 PM Pg: 1 of 8

Report Mortgage Fraud 800-532-8785

The property identified as:

PIN: 17-03-204-063-1114

Address:

Street:

1000 N LAKE SHORE DR

Street line 2:

City: CHICAGO

ZIP Code: 60611

Lender. PNC BANK NATIONAL ASSOCIATION

Borrower: MONICA THOMPSON, TIMOTHY M FREY

Loan / Mortgage Amount: \$263,998.25

Colluit Clert's This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: DD2B535E-7A12-48CD-B953-B4AB5B3B34A3

Execution date: 05/03/2013

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This document was prepared by (name and address) Stephanie Kibler, Bank Officer PNC Bank P.O. Box 5570 Loc. # 7120 Cleveland, OH 44101 After recording return to:

PNC Bank P.O. Box 5570 Loc. # 7129 Clevelana, CL 44101

Mortgage (With Future Advance Clause)

DLNACS# 21,1,05,FA PNCBANK

single of Colle THIS MORTGAGE is made on 05/03/2013. The Mortgagor(s) is (are) TIMOTHY M FREY, MONICA THOMPSON, SHARON THOMPSON, WILLIAM THOMPSON. single

If there is more than one, the word "Mortgagor" herein refers to each and all of them. The Mortgagee is PNC Bank, National Association.

The word "Borrower" means MONICA THOMPSON, TIMOTHY M FREY

If there is more than one, the word "Borrower" herein refers to each and all of them

The maximum principal amount of indebtedness secured by this Mortgage at any one time shall not exceed Two Hundred Sixty-three Thousand Nine Hundred Ninety-eight Dollars And Twenty-five Cents

) (referred to herein as the "Principal Amount"), on which principal accrues as set (U.S. \$ 263,998.25 forth in the Note. This limitation of amount does not include interest, fees, service charges, and any advances made under the terms of the Note or this Mortgage to protect Mortgagee's priority and security and to perform any of the promises made by Mortgagor or Borrower to protect Mortgagee's priority and security that the Borrower and Mortgagor have failed to perform. The Note provides that all amounts owing under the Note shall he due on or before 05/01/2043

This Mortgage secures to Mortgagee: (a) the repayment of the debt evidenced by Borrower's written obligation to Mortgagee (referred to herein as the "Note"), dated 05/03/2013 , which debt is in the Principal Amount shown above; (b) the payment of all other sums, with interest thereon, advanced hereunder for the payment of taxes, assessments, maintenance charges, insurance premiums and costs incurred to protect the security of this Mortgage; (c) the payment of all of Mortgagee's costs of collection, including costs of suit and, if permitted by law, reasonable attorneys' fees and expenses to the maximum extent permitted by law, if suit is filed or other action is taken to collect the sums owing or to protect the security of this Mortgage; (d) payment of any refinancing, substitution, extension, modification, and/or renewal of any said indebtedness, interest, charges, costs and expenses; (e) the performance of Mortgagor's and/or Borrower's covenants and agreements under this Mortgage and the Note; and (f) the repayment of the debt evidenced by any agreement which was 1314439092 Page: 3 of 8

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replaced by the Note, to the extent that such debt is owed to Mortgagee and has not been paid. For this purpose, in consideration of the aforesaid debt and for the better securing payment of the same, with interest, as aforesaid and costs and counsel fees, Mortgagor does hereby mortgage, grant, warrant, convey and assign to Mortgagee the following described property, including existing and future leases, subleases, rents and royalties on the property, together with all improvements now or hereafter erected, and all easements, rights and appurtenances thereon, located and known as:

1000 N LAKE SHORE DR

CHICAGO

IL 60611 COOK

Recording Date

06/27/2011

Deed Book Number

Page Number 1117855031

N/A

Tax Parcel Number

17-03-204-063-1114

Lot and Block Number

NIA NIA

Mortgagor here y releases and waives all rights under and by virtue of the homestead exemption laws of this

State. The word "Property" herein shall mean all of the foregoing mortgaged property.

To have and to hor the Property unto the Mortgagee, its successors and assigns, forever. Provided, however, that if the Mortgager and/or Borrower shall pay to Mortgagee the said debt, interest, and all other sums, and perform all covenants and agreements secured hereby, then and from thenceforth, as well, this present Mortgage and the estate bereby granted and conveyed by it shall cease, determine and become void and of no effect, anything hereinbefore contained to the contrary thereof, in anywise notwithstanding.

Warranty of Title. Mortgagor warrants and represents to Mortgagee that: (a) Mortgagor is the sole owner of the Property, and has the right to mortgage and convey the Property; (b) the Property is unencumbered except for encumbrances now recorded; and re Mortgagor will defend the title to the Property against all claims and demands except encumbrances now recorded.

Payments. Any Mortgagor who is also a Porrower agrees and promises that all payments due on the Agreement will be paid when due and as agreed.

Covenants. Mortgagor promises and agrees as follows: (a) Mortgagor will maintain the Property in good order and repair; (b) Mortgagor will comply with all laws respecting the ownership and/or use of the Property; (c) If the Property is part of a condominium or planned unit development, Mortgagor will comply with the Declaration and Code of Regulations and all other by-laws, regulations and restrictions of record; (d) Mortgagor will pay and/or perform all obligations under any mortgage, lien, or security agreement which has priority over this Mortgage; (e) Mortgagor will pay or cause to be paid all taxes and other charges assessed or levied on the Property when due and, upon Mortgagee's request, will deliver to the Mortgagee receipts showing the payment of such charges; (f) While any part of the debts secured by this Mortgage remain unpaid, Mortgagor promises to obtain and keep in force property insurance and, if required by federal law, flood insurance on the Property. The property insurance must cover loss of or damage to the Property and must be in an amount sufficient to protect Mortgagee's interests; flood insurance must be of the type and in the amount regured by federal law. Mortgagor agrees to provide Mortgagee evidence of required insurance. All policies must name Mortgagee as a loss payee/secured party and must provide for at least 10 days written notice to Mortgagee of reduction in coverage or cancellation. Mortgagor gives Mortgagee the right and power to sign Mortgagor name on any check or draft from an insurance company and to apply the money to any debt secured by this Mortgage. This is limited to checks and drafts in payment of a claim under an insurance policy for loss or damage to the Property or for returned or rebated premiums on policies insuring the Property. Mortgagor does not have the right to, and agrees that Mortgagor will not, revoke the power of the Mortgagee to make Mortgagor's endorsement. Mortgagee may exercise the power for Mortgagee's benefit and not for Mortgagor's benefit, except as otherwise provided by law; (g) If Mortgagor fails to keep in force the required insurance and/or fails to provide evidence of such insurance to Mortgagee, Mortgagee may notify Mortgagor that Mortgagor should purchase the required insurance at Mortgagor's expense. If Mortgagor fails to purchase the insurance within the time stated in the notice and/or fails to provide evidence of such insurance to Mortgagee, Mortgagee may purchase insurance to protect Mortgagee's interest, to the extent permitted by applicable law, and charge Mortgagor the cost of the premiums and any other amounts Mortgagee incurs in purchasing the insurance. THE INSURANCE MORTGAGEE PURCHASES WILL BE SIGNIFICANTLY MORE EXPENSIVE AND MAY PROVIDE LESS COVERAGE

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THAN INSURANCE MORTGAGOR COULD PURCHASE OTHERWISE. Mortgagee may receive reasonable compensation for the services which Mortgagee provides in obtaining any required insurance on Mortgagor's behalf. In certain states, the required insurance may be obtained through a licensed insurance agency affiliated with Mortgagee. This agency will receive a fee for providing the required insurance. In addition, an affiliate may be responsible for some or all of the underlying insurance risks and may receive compensation for assuming such risks. If Mortgagor fails to perform any other duty or obligation required by these Covenants, Mortgagee may, at its sole option, advance such sums as it deems necessary to protect the Property and/or its rights in the Property under this Mortgage. Mortgagor agrees to repay Mortgagee any amounts advanced in accordance with this paragraph, with interest thereon, upon demand; (h) Any interest payable to Mortgagee after a judgment is entered or on additional sums advanced shall be at the rate provided for in the Note; (i) Mortgagee may make reasonable entries upon and inspections of the Property after giving Mortgagor prior notice of any such inspection; (j) Mortgagor will not sell, transfer ownership in, or enter into an installment sale contract for the sale of all or any part of the Property; (k) The promises, agreements and rights in this Mortgage shall be binding upon and berefit anyone to whom the Property or this Mortgage is transferred. If more than one Mortgagor signs this Morryage, each and all of them are bound individually and together. The covenants made in this section and Morganee's remedies set forth below shall not merge with any judgment entered in any legal action and shall apply unity in amounts owed are paid in full.

Default. Mortgage: will be in default under this Mortgage: (a) if there is a default under the Note; (b) if Mortgagor breaks any propise made in this Mortgage; (c) if any Mortgagor dies; (d) if any other creditor tries to take the Property by legal placess; (e) if any Mortgagor files bankruptcy or if anyone files an involuntary bankruptcy against any Mortgagor; (f) if any tax lien or levy is filed or made against any Mortgagor or the Property; (g) if any Mortgagor has made any false statement in this Mortgage; or (h) if the Property is destroyed, or seized or condemned by federal, state or local government.

Mortgagee's Remedies. In some instances, federal and state law will require Mortgagee to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Mortgage: may accelerate the maturity of the debt secured by this Mortgage and foreclose this Mortgage in a manner provided by law if Mortgagor is in default.

At the option of the Mortgagor, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after owing notice required by law, upon the occurrence of a default or any time thereafter. In addition, Mortgagor shall oc entitled to all the remedies provided by law, the

terms of this Mortgage, the terms of the Agreement and any related documents.

All remedies are distinct, cumulative and not exclusive, and the Mortgagee is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Mortgagee of any sum in payment or partial payment on the debt secured by this Mortgage after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Mortgagee's right to require complete cure of any existing default. By not exercising any remedy on default, Mortgagee does not waive Mortgagee's right to later consider the event a default if it continues or happens again.

Delay in Enforcement. Mortgagee can delay in enforcing any of its rights under this Mortgage or the Note without losing that right. Any waiver by Mortgagee of any provision of this Mortgage or the Note will not be a waiver of the same or any other provision on any other occasion.

Assignment. Mortgagee may sell, transfer or assign this Mortgage without Mortgagor's consent.

Severability. If any provision of this Mortgage is held to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Mortgage.

Waiver. Mortgagor waives all appraisement and homestead exemptions except to the extent prohibited by law.

Notices. Unless otherwise required by law, any notice by Mortgagee to Mortgagor shall be given by delivering it or mailing it by first class mail to the address of the Property, or to such other address specified by Mortgagor in writing to Mortgagee. Notice to one Mortgagor will be deemed notice to all Mortgagors.

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Signatures. By signing below, Mortgagor agrees to the terms and covenants contained in this Mortgage and in any attachments. Mortgagor also acknowledges receipt of a copy of this Mortgage on the date stated on	
page 1.	
Tinty m 5	5/3/13
Mortgagor's Signature	Date
Non-igagor o digitata.	
TIMOTHY M FREY	
Type Mortgagor's Name	
12ho Muna	5/3/13
Mortgagor's Signature	Date
MONICA THOMPSON	
Type Mortgagor's Name	
Sharon Shorypu-t	5/6/13
Mortgagor's Signature	Date
2UNIUM UNIVERSITA	
Type Multigagui S ladile	
Type Mortgagor's Name	5 B 3
Mortdagor's Signatuke	Date '
WILLIAM THOMPSON	(C-
Type Mortgagor's Name	0
Mortgagor's Signature	Date
Type Mortgagor's Name	

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Acknowledgment:
State of Illinois, County of
(Seal)
OMAR HAMID OFFICIAL SEAL Notary Public Omak Damid
NOTARIAL SEAL KELLY FITZGERALD
Motary Public CITY OF PHILADELPHIA COUNTY My Commission Expires Jan 7, 2015
CITY OF PHILADEL PHILA COUNTY My Commission Expires Jan 7, 2015

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INDIVIDUAL ACKNOWLEDGMENT

State Of: Dimmoulvana
County of: Philadelphia
On this, the, day of, 20 13, before me, the undersigned Notary Public, personally appeared,
SHARON THOMPSON AND WILLIAM THOMPSON to me known to be the
individual(s) described in and who executed the Mortgage, and acknowledged that
he/she/they signed the Security Instrument as his/her/their free and voluntary act and
deed, for the uses and purposes increin mentioned.
Given under my hand this
Notary signature Residing in Bull placement.
Notary's printed name My Commission expires: 1-7-15.
Please have Notary affix stamp and/or seal, as required by your state, below the line.

NOTARIAL SEAL KELLY FITZGERALD Notary Public CITY OF PHILADELPHIA, PHILADELPHIA COUNTY My Commission Expires Jan 7, 2015 1314439092 Page: 8 of 8

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EXHIBIT A

SITUATED IN THE CITY OF CHICAGO, COUNTY OF COOK AND STATE OF ILLINOIS, MORE FULLY DESCRIBED AS:

UNIT NUMBER 1605 IN 1010 LAKE SHORE DRIVE CONDOMINIUM, AS DELINEATED ON SURVEY OF THAT PART OF LOT A DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT, 90.60 FEET NOWTH OF THE SOUTH EAST CORNER THEREOF; THENCE WEST PERPENDICULARLY TO SAID EAST LINE, 114.53 FEET TO THE POINT OF INTERSE(T) ON WITH A LINE WHICH IS 22.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH PORTION OF SAID LOT A; THENCE NORTH LONG SAW PARALLEL LINE, AND SAID LINE EXTENDED, 24.605 FEET; THENCE WEST, ALONG A LINE DRAWN PERPENDICULARLY TO THE EAST LINE OF SAID LOT, 55.52 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF THE NORTH PORTION OF SAID LOT: THENCE NORTH ALONG SAID WEST LINE TO THE NORTH WEST CORNER OF SAID LOT, THENCE EAST ALONG THE NORTH LINE OF SAID LOT TO THE NORTH EAST CORNER THEREOF; THENCE SOUTH ALONG THE EAST LINE OF SAID TO THE POINT OF BEGINNING; SAID LOT A, BEING A CONSOLIPATION OF LOTS 1 AND 2 IN BLOCK 2 IN POTTER PALMER'S LAKE SHORE DRIVE ADDITION TO CHICAGO IN THE NORTH 1/2 OF BLOCK 7 AND FART OF LOT 21 IN COLLIN'S SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 7 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL 1/4. OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIP. PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PPN: 17-03-204-063-1114 TIMOTHY M FREY, MONICA THOMPSON, SHARON THOMPSON AND WILLIAM THOMPSON

1000 NORTH LAKE SHORE DRIVE, CHICAGO IL 60611 Loan Reference Number : ID2017010385/ID2017010385370329350

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