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Illinois Anti-Predatory **Lending Database Program**

Certificate of Exemption

·Doc#. 1603356166 Fee: \$74.00 -

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 02/02/2016 10:57 AM Pg: 1 of 14

Report Mortgage Frauc 800-532-8785

The property identified as:

PIN: 15-33-310-023-0000

Address:

Street:

506 N SPRING

Street line 2:

City: LA GRANGE PARK

ZIP Code: 60526

Lender: FNBC BANK AND TRUST, AN ILLINOIS STATE BAN

Borrower: TIMOTHY J. HAYES AND REBECCA HAYES, HIS WIFE, AS TENANTS BY THE ENTIRETY.

Loan / Mortgage Amount: \$145,000.00

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

FIDELITY NATIONAL TITLEY LYA

Certificate number: 451E6AB1-CCC8-4924-AF89-3CE1B4627E5F

Execution date: 1/27/2016

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This Instrument Prepared By:

After Recording Return To:
FNBC BANK AND TRUST
620 WEST BURLINGTON
LA GRANGE, ILLINOIS 60525
Loan Number:
800586-21020

After Recording Return To: Fldelilly Nutler roll Title (REC 9031 W 151st 513 et Ste. 177) Orland Ports J. 67462

[Space Above This Line For Recording Data] ***

MORTGAGE

THIS MORTGAGE is made an: 27th day of JANUARY, 2016 between the Mortgagor. TIMO THY J. HAYES AKA TIMOTHY HAYES AND REBECCA HAYES, HIS WIFE, AS TENANS BY THE ENTIRETY.

(herein "Borrower"),

and the Mortgagee, FNBC BANK AND TRUST, AN ILLINOIS STATE BANK

a corporation organized and existing under the laws of ILLINOIS whose address is 620 WEST BURLINGTON, LA GRANGE, ILLINOIS 60525

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.C. \$ 145,000.00, which indebtedness is evidenced by Borrower's note dated JANUARY 27, 2016 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on MARCH 1, 2021;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK

Sate of Illinois:
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBITE "A".

A.P.N.: 15-33-310-023-0000

FIDELITY NATIONAL TITLE OC 15 6 20 72 17 2

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which has the address of

506 N SPRING LA GRANGE PARK

[Street]

[City]

Illinois

60526

(herein "Property Address");

[Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all casements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Bor ower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and correct the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Bo rower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
- 2. Funds for Taxes and Institutional lender.

 Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to me-t velfth of the yearly taxes and assessments (including condominium and planned unit development assessments, it and) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if and all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Bor ower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Tender if Lender is such an institution). Lender shall apply the funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permit. Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings 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 the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount reprired to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be at Torrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If no emount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

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- 4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.
- 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter creeted on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Londer shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of less, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is applied hed by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Forrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by the insurance carrier offers to settle a claim for insurance benefits.

- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
- 7. Protection of Lender's Security. If Borrowe fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced vinic a materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable lew.

Any amounts disbursed by Lender pursuant to this paragraph 7, with increst thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

- 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the property, provided that Lender shall give Borrower notice prior to any such inspection specifying reason ole cause therefor related to Lender's interest in the Property.
- 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, it connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of cond mutation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.
- 10. 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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

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- 11. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.
- 12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrowe, pro ided for in this Mortgage shall be given by delivering it or by mailing such notice by first class mail addressed to Eorower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided hereir, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as I and may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 13. Governing Lr.w; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect one provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 14. Borrower's Copy. Borrower shall be fulnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Borrower sna!! fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and celir er to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower to average against parties who supply labor, materials or services in connection with improvements made to the property.
- 16. 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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 Corrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secure a by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to

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collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

- 18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligation is governed hereby shall remain in full force and effect as if no acceleration had occurred.
- 19. Assign ner t of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the resists of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past die. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collections of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorners' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents act ally received.

20. Release. Upon payment of all sums (ecu red by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all cost of recordation, if any.

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21.	Waiver of Homestead.	Borrower hereb	waives all rights of homes	tead exemption in the Property.

	Adjustable Rate Rider	☐ Condominium Rider ☐ Planned Unit Development Rider	Second Home Rider
X	Balloon Rider		▼ Other(s) [specify]
	1-4 Family Rider	☐ Biweekly Payment Rider	Fixed Interest

22. The following Riders are to be executed by Enrower [check box as applicable]:

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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REQUEST FOR NOTICE OF DEFAULT

of any default under the superior encumbra	ice to Lender, at Lender's address set forth on page one of this Mortgage, ince and of any sale or other foreclosure action. That executed and acknowledges receipt of pages 1 through 7 of this
Car 11 Oct	Relievan House
Borrower TIMOTHY HAPES	Borrower REBECCA HAYES
Borrower	Borrower
Borrower	Top/greet
Witness:	Witness:

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The foregoing instrument was acknowledged before me this	[Space Below This Line For Acknowledgment]
The foregoing instrument was acknowledged before me this by TIMOTHY HAYES AND REBECCA HAYES Signature of Person Taking Acknowledgment OFFICIAL SEAL DENISE DEYOUNG My Commusion Expres 12/16/2016 Signature of Parson Taking Acknowledgment Title	
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Loan Originator: STACY ANTTILA, NMLSR ID 525856 Loan Originator Organization: FNBC BANK AND TRUST, NMLSR ID 512329

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Loan Number: 800586-21020

Date: JANUARY 27, 2016

Property Address: 506 N SPRING

Property of Cook County Clerk's Office LA GRANGE PARK, ILLINOIS 60526

A.P.N. # : 15-33-310-023-0000

Borrower:

Co-Borrower:

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Loan Number: 800586-21020

Date: JANUARY 27, 2016

Property Address: 506 N SPRING

Property of Cook County Clark's Office LA GRANGE PARK, ILLINOIS 60526

A.P.N. # : 15-33-310-023-0000

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LEGAL DESCRIPTION

Order No.: OC15037292

For APN/Parcel ID(s): 15-33-310-023-0000 For Tax Map ID(s): 15-33-310-023-0000

LOTS 11 AND 12 IN BLOCK 9 IN KENSINGTON ADDITION, A SUBDIVISION OF THAT PART OF FTh. 39 NOR1.

JIS.

COACOUNTY CIERTS OFFICE THE WEST (12 OF THE SOUTHWEST 1/4 LYING NORTH OF THE SOUTH 26 ACRES OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Loan Number: 800586-21020

www.docmagic.com

FIXED INTEREST RATE RIDER

Date: JANUARY 27, 2016

Lender: FNBC BANK AND TRUST

Borrower(s): TIMOTHY HAYES, REBECCA HAYES

THIS FIXED INTEREST RATE RIDER is made this 27th day of JANUARY, 2016 and is incorporated into and shall be deemed to amend and supplement the Security Instrument, Deed of Trust, or Security Doed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure (e) ayment of the Borrower's fixed rate promissory note (the "Note") in favor of FNBC BANK AND TRUST (the "Lender"). The Security lastrument encumbers the property more specifically described in the Security Instrument and located at:

506 N SPRING, L. GRANGE PARK, ILLINOIS 60526 [Property Address]

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further coverant and agree as follows:

- A. Definition (D) "Note" of the Security Instrument is hereby deleted and the following provision is substituted in its place in the Security Instrument:
- (D) "Note" means the promissory note signed by the Bonowa and dated JANUARY 27, 2016. The Note states that Borrower owes Lender ONE HUNDRED & PTY-FIVE THOUSAND AND 00/100 Dollars U.S. \$ 145,000.00 plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MARCH 1, 2021 at the rate of 5.000 %

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed Interest Rate Rider.

ILLINOIS FIXED INTEREST RATE RIDER ILFIRROR 02/19/13	DocMagic Cirentes www.docmagic.com
-Borrower	-Borrowei
(Seal) -Borrower	(Seal) -Borrowci
TIMOTHY HAYES -Borrower	REBECCA HAYES -Gorrowei

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Loan Number: 800586-21020



BALLOON RIDER

THIS BALLOON RIDER is made this 27th day of JANUARY 2016 , 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 ("Borrower") to secure Borrower's Note (the "Note") to FNBC BANK AND TRUST, AN ILLINOIS STATE BANK

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

506 N SPRING, LA GRANGE PARK, ILLINOIS 60526 [Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer, and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE LINTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

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

BOTTOMY TIMOTHY HAYES	1/17/16	He becan Lives Borrower REBECCA HAYES	1/27/10 Date
0000			
Borrower	Date	Borrower	Date
Borrower	Date	Borrower	Date
		Borrower	
		T.C.	
		45).c