

# UNOFFICIAL COPY

**Illinois Anti-Predatory  
Lending Database  
Program**

Doc#: 1619408070 Fee: \$82.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/12/2016 01:54 PM Pg: 1 of 18

Certificate of Exemption

**Report Mortgage Fraud  
800-532-8785**

The property identified as: **PIN: 17-10-132-037-1411**

**Address:**

**Street:** 405 N Wabash Ave 2903

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60611

**Lender:** Citibank, N.A.

**Borrower:** William Garcia and Norman Thomas McDonald, Jr Trustees of the William Garcia and Norman Thomas McDonald Jr Living Trust Dated the 23<sup>rd</sup> of January 2012

**Loan / Mortgage Amount:** \$100,000.00

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:** 3DED4ED6-178C-4DD7-9CAE-E9321305660F

**Execution date:** 6/23/2016

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CITIBANK  
 Document Administration  
 1000 Technology Drive - MS 221  
 O'Fallon, MO 63368-2240

THIS INSTRUMENT WAS PREPARED BY:

Lindsey Assid  
 Citibank  
 1000 Technology Drive - MS 221  
 O'Fallon, MO 63368-2240

ACCOUNT NO.:001124327033

**HOME EQUITY LINE OF CREDIT MORTGAGE**

In this Mortgage, "You," "Your" and "Yours" means WILLIAM GARCIA AND NORMAN THOMAS MCDONALD, JR. TRUSTEES OF THE WILLIAM GARCIA AND NORMAN THOMAS MCDONALD, JR., LIVING TRUST, DATED THE 23RD OF JANUARY, 2012 TRUST, DATED THE 23RD OF JANUARY, 2012.

"We," "Us" and "Our" means Citibank, N.A., 701 East 60th Street North, Sioux Falls, South Dakota 57104, 1-866-643-5190.

The "Borrower" means the individual(s) who has(ve) signed the Home Equity Line of Credit Agreement and Disclosure (the "Agreement") of even date herewith and in connection with this Mortgage.

The "Property" means the real estate, including the leasehold (if any), located at:  
405 N WABASH AVE, 2903, CHICAGO, IL 60611-5603, Cook County

THIS MORTGAGE between You and Us is made as of the date next to Your first signature below and has a final maturity date 25 years and 2 months from such date.

The Agreement provides that the credit secured by the Property is an open-end revolving line of credit at a variable rate of interest. The maximum amount of all loan advances made to the Borrower under the Agreement and which may be secured by this Mortgage may not exceed One Hundred Thousand dollars (\$ 100,000.00) (the "Credit Limit"). At any particular time, the outstanding obligation of Borrower to Us under the Agreement may be any sum equal to or less than the Credit Limit plus interest and other charges owing under the Agreement and amounts owing under this Mortgage. Obligations under the Agreement, Mortgage and any riders thereto shall not be released even if all indebtedness under the Agreement is paid, unless and until We cause a mortgage release to be executed and such release is properly recorded.

TO SECURE to Us: (a) the payment and performance of all indebtedness and obligations of the Borrower under the Agreement or any modification or replacement of the Agreement; (b) the payment of all other sums advanced in accordance herewith to protect the security of this Mortgage, with finance charges thereon at the variable rate described in the Agreement; and (c) the payment of any future advances made by Us to Borrower (pursuant to Paragraph 10 of this Mortgage (herein "Future Loan Advances")) and, in consideration of the indebtedness herein recited, You hereby mortgage, grant and convey to Us the Property.

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to You to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights and water stock, and all fixtures now or hereafter attached to the Property (which, if this Mortgage is on a unit in a condominium project or planned unit development, shall include the common elements in such project or development associated with such unit), all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property.

IN WITNESS WHEREOF, YOU HAVE EXECUTED THIS MORTGAGE, AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS STATED ON PAGES 3 THROUGH 6 FOLLOWING.

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Loan #: 001124327033

Mortgage, continued

**IF MORTGAGOR IS AN INDIVIDUAL**

[Signature] 6/23/16 (Seal)  
NORMAN THOMAS MCDONALD, JR., TRUSTEE OF THE  
WILLIAM GARCIA AND NORMAN THOMAS MCDONALD,  
JR., LIVING TRUST UNDER TRUST INSTRUMENT DATED  
1/23/2012 -Borrower

[Signature]  
Witness:

[Signature] 6/23/16 (Seal)  
WILLIAM GARCIA, TRUSTEE OF THE WILLIAM GARCIA  
AND NORMAN THOMAS MCDONALD, JR., LIVING  
TRUST UNDER TRUST INSTRUMENT DATED 1/23/2012 -Borrower

Witness:



State of ILLINOIS )SS  
County of COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that NORMAN MCDONALD JR WILLIAM GARCIA, personally known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s)he(they) signed, sealed and delivered the said instrument as his(her)(their) free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23rd day of JUNE, 2016.

My Commission Expires: 2-3-19  
[Signature]  
Notary Public

**IF MORTGAGOR IS A TRUST:** \_\_\_\_\_  
not personally but solely as trustee as aforesaid

By: \_\_\_\_\_ Title

ATTEST: \_\_\_\_\_ Title

State of \_\_\_\_\_ )SS  
County of \_\_\_\_\_

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, President and \_\_\_\_\_ Secretary, respectively, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts and as the free and voluntary act of the said \_\_\_\_\_ corporation, as Trustee, for the uses and purposes therein set forth, and the said \_\_\_\_\_ Secretary did also then add their acknowledgment that (s)he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his (her) own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

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Loan #: 001124327033

**Mortgage, continued**

You covenant that You are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant, and convey the Property, and that the Property is unencumbered, except for the encumbrances of record and any first mortgage. You covenant that You warrant and will defend generally the title to the Property against all claims and demands, except those disclosed in writing to Us as of the date of this Mortgage.

You and We covenant and agree as follows:

1. **Payment of Indebtedness.** Borrower shall promptly pay when due the indebtedness secured by this Mortgage including, without limitation, that evidenced by the Agreement.

2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Us under the Agreement will be applied to the principal balance and any finance charges, late charges, collection costs, and other charges owing with respect to the indebtedness secured by this Mortgage in such order as We may choose from time to time.

3. **Charges; Liens.** Except as expressly provided in this Paragraph 3, You shall pay 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, by Your regular payments, when due, directly to the payee thereof. In the event You make payments directly to the payee thereof, upon Our request You shall promptly furnish to Us receipts evidencing such payment. You shall make payments, when due, on any indebtedness secured by a mortgage or other lien that is prior in right time to this Mortgage (a "Prior Mortgage"). You shall promptly discharge the lien of any Prior Mortgage not disclosed to Us in writing at the time of application for the Agreement, provided, however, that You shall not be required to discharge any such lien so long as You shall (a) in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof, or (b) secure from the holder of such prior lien an agreement in form and substance satisfactory to Us subordinating such lien to this Mortgage. You shall not enter into any agreement with the holder of a Prior Mortgage whereby such Prior Mortgage, or the indebtedness secured thereby is modified, amended, extended or renewed, without Our prior written consent. You shall neither request nor allow any future advances to be secured by a Prior Mortgage without Our prior written consent.

4. **Hazard Insurance.** You 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 such other hazards as We may require (including flood insurance coverage, if required by Us) and in such amounts and for such periods as We may require. Unless We require in writing otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy. All insurance policies and renewals thereof shall be in form and substance and with carriers acceptable to Us and shall include a standard mortgagee clause in favor of and in form and substance satisfactory to Us. In the event of loss, You shall give prompt notice to the insurance carrier and Us. We may make proof of loss if not made promptly by You. If the Property is abandoned by You, or if You fail to respond to Us within thirty (30) days from the date the notice is mailed by Us to You that the insurance carrier offers to settle a claim for insurance benefits, We are authorized to collect and apply the insurance proceeds at Our option either to restoration or repair of the Property, or to sums secured by this Mortgage. If the Property is acquired by Us under Paragraph 14 of this Mortgage, all of Your right, title and interest in and to any insurance policies, and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition, shall pass to Us to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition. The provisions of this Paragraph 4 shall be subject to the provisions of Paragraph 5 if this Mortgage covers a unit in a condominium project or planned unit development.

5. **Preservation and Maintenance of Property; Condominiums and Planned Unit Developments.** If this Mortgage is on a unit in a condominium or a planned unit development (herein "Condominium Project"), then: (a) You shall perform all of Your obligations under the declaration or covenants creating or governing the Condominium Project, the by-laws and regulations of the Condominium Project, and all constituent documents (herein "Project Documents"), including the payment when due of assessments imposed by the homeowners association or other governing body of the Condominium Project (herein "Owner's Association"); (b) You shall be deemed to have satisfied the insurance requirements under Paragraph 4 of this Mortgage if the Owner's Association maintains in full force and effect a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage" and other such hazards (including flood

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Loan #: 001124327033

**Mortgage, continued**

insurance) as We may require, and in such amounts and for such periods as We may require naming Us as additional loss payee; (c) the provisions of any Project Documents regarding the application of any insurance proceeds from "master" or "blanket" policies covering the Condominium Project shall supersede the provisions of Paragraph 4 of this Mortgage to the extent necessary to avoid conflict between the provisions thereof and hereof; (d) You hereby assign to Us the right to receive distributions on account of the Property under "master" or "blanket" policies covering the Condominium Project to the extent not applied to the restoration or repair of the Property, with any such distributions in excess of the amount necessary to satisfy in full the obligations secured by this Mortgage being paid to You; (e) You shall give Us prompt written notice of any lapse in any insurance coverage under a "master" or "blanket" policy on the Condominium Project; and (f) You shall not, without Our prior written consent, consent to either (i) the abandonment or termination of the Condominium Project (except for the abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking or condemnation or eminent domain), (ii) any material amendment to the Project Documents (including any change in the percentage interests of the unit owners in the Condominium Project), or (iii) the effectuation of any decision by the Owner's Association to terminate professional management and assume self-management of the Condominium Project. If the Property has rental units, You shall maintain insurance against rent loss in addition to the other hazards for which insurance is required herein.

6. **Protection of Our Security.** If You fail to perform Your obligations under this Mortgage, or if any action or proceedings adversely affects Our interest in the Property, We may, at Our option, take any action reasonably necessary (including, without limitation, paying expenses and attorney fees and to have entry upon the Property to make repairs) to perform Your obligations or to protect Our interests. Any amounts disbursed by Us pursuant to this Paragraph 6, with interest thereon at the variable rate described in the Agreement, shall become indebtedness secured by this Mortgage (except as expressly provided herein). Nothing contained in this Paragraph 6 shall require Us to incur any expense or take any action hereunder.

7. **Inspection.** We or Our agents may enter and inspect the Property, after giving You reasonable prior notice.

8. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Us. Neither Borrower nor You will be relieved of any obligation to make payments if We apply the award received to the outstanding balance owed.

If You abandon the Property, or if, after notice by Us to You that the condemner offers to make an award or settle a claim for damages, You fail to respond to Us within thirty (30) days after the date such notice is mailed, We are authorized to collect and apply the proceeds in the same manner as provided in Paragraph 4 hereof.

9. **Forbearance Not a Waiver.** Any forbearance by Us 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 in the future. Any waiver by Us must be in writing and signed by Us.

10. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, Your and Our respective successors and assigns, subject to the provisions of Paragraph 13 hereof. All Your covenants and agreements shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

11. **Notices.** Except for any notice required under applicable law to be given in another manner, (a) any notice to You provided for in this Mortgage shall be given by personal delivery or by mailing such notice by first-class postage paid, addressed to You at the address of the Property shown at the beginning of this Mortgage or at such other address as You may designate by notice to Us as provided herein, and (b) any notice to Us shall be given by personal delivery or by mailing such notice by certified mail, return receipt requested, to Our address stated herein or to such other address as We may designate by notice to You as provided herein.

12. **Severability.** If any term of this Mortgage is found to be unenforceable, all other provisions will remain in full force.

13. **Due on Transfer Provision - Transfer of the Property.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in You is sold or transferred and You are not a natural person) without Our prior written consent, We may, at Our option, require immediate payment in full of all sums secured by this Mortgage. However, We shall not exercise this option if the exercise is prohibited by applicable law as of the date of this Mortgage. If We exercise this option, We



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Loan #: 001124327033

**Mortgage, continued**

shall give You 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 all sums secured by this Mortgage must be paid. If these sums are not paid prior to the expiration of this period, We may invoke any remedies permitted by this Mortgage without further notice or demand on You.

14. **Default.** If You breach any term in this Mortgage, or if Borrower fails to perform any obligation under the Agreement, We may, at Our option, declare all sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale under this Mortgage and any other remedies permitted by law. We may collect from You all reasonable costs incurred in enforcing the terms of this Mortgage, including attorney's fees and allocated costs of Our salaried employees.

15. **Assignment of Rents.** As additional security hereunder, You hereby assign to Us the rents of the Property; provided, however, that You shall have, prior to acceleration under Paragraph 14 hereof or abandonment of the Property, the right to collect and retain such rents as they become due and payable.

16. **Future Loan Advances.** Upon Your request, We at Our option may make Future Loan Advances to You or Borrower. Such Future Loan Advances, with interest thereon, shall be secured by this Mortgage when evidenced by a promissory note or agreement stating that said note or agreement is so secured.

17. **Release.** Upon payment of all sums secured by this Mortgage and upon (a) expiration of the Agreement or (b) Your request, We shall release this Mortgage and You shall pay all costs of recordation, if any.

18. **Appointment of Receiver; Lender in Possession.** Upon acceleration under this Mortgage or abandonment of the Property, We shall be entitled to have a receiver appointed by a court to enter upon, take possession of, and manage the Property and collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including but not limited to, receiver's fees and premiums on the receiver's bonds and reasonable attorney's fees and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

19. **Statement of Obligation.** We may collect a fee for furnishing a statement of obligation in an amount not to exceed the maximum amount permitted under applicable law.

20. **No Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for Our benefit in any capacity, without Our prior written consent.

21. **Fixture Filing.** This Mortgage constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the county in which the Property is located with respect to any and all fixtures included within the term "Property" as used in this Mortgage and with respect to any goods or other personal property that may now or hereafter become such fixtures.

22. **Third Party Waivers.** In the event that any of You has not also signed the Agreement as Borrower, each of You: (a) agrees that We may, from time to time, without notice to, consent from or demand on You, and without affecting or impairing in any way any of Our rights or Your obligations, (i) renew, extend, accelerate, compromise or change the interest rate or other terms of the Agreement and any promissory note or agreement evidencing a Future Loan Advance, and (ii) accept, waive and release other security (including guarantees) for the obligations arising under the Agreement or any promissory note or agreement evidencing a Future Loan Advance, and (b) waives (i) any right to require Us to proceed against any Borrower or any other person, proceed against or exhaust any security for the obligations secured by this Mortgage or pursue any other remedy in Our power whatsoever, (ii) any defense or right against Us arising out of any disability or other defense or cessation of liability of any Borrower for any reason other than full payment, (iii) any defense or right against Us arising out of Our foreclosure upon the Property, even though such foreclosure results in the loss of any right of subrogation, reimbursement or other right You have against any Borrower, (iv) all presentments, diligence, protests, demands and notice of protest, dishonor, and nonperformance, (v) until payment in full of the indebtedness secured by this Mortgage, any right of subrogation or the benefit of any security for such indebtedness, and (vi) the benefit of the statute of limitations affecting the Property to the extent permitted by law. Any partial payment by Borrower or other circumstance that operates to toll any statute of limitations as to such person shall operate to toll such statute as to You.

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Loan #: 001124327033

**Mortgage, continued**

23. **Choice of Law.** The Mortgage will be governed by United States federal law and, to the extent the United States federal law is inapplicable, then by the laws of the State of Nevada; except that, with regard to the perfection and enforcement of Citibank's security interest in the Property, the Mortgage will be governed by the law of the state where the Property is located.

24. **Your Copy.** You shall be given one conformed copy of the Agreement and this Mortgage.

25. **Loan Charges Legislation Affecting Our Rights.** If the Agreement 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 Agreement 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 such loan charge already collected from You or Borrower which exceeded permitted limits will be refunded to You or Borrower; We may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to You or Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge due. If enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement or this Mortgage unenforceable according to its terms, We may at Our option, require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by Paragraph 14.

26. **Waiver of Homestead.** You waive all right of homestead exemption in the Property.

27. **Trustee Exculpation.** If this Mortgage is executed by an Illinois land trust, You execute this Mortgage as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by Us and by every person hereafter claiming any right hereunder that nothing contained herein or in the Agreement shall be construed as creating any liability on You personally to pay amounts owing in connection with the Agreement or this Mortgage or any interest that may occur thereon, or to perform any covenants either express or implied contained in this Mortgage, all such liability, if any, being expressly waived, and that any recovery on the Mortgage or the Agreement shall be solely against and out of the Property by enforcement of the provisions of this Mortgage and the Agreement, but this waiver shall in no way affect the personal liability of any individual Borrower, co-maker or guarantor of this Agreement.

Loan origination organization Citibank, N.A.  
 NMLS ID 412915  
 Loan originator Jesse Lokken  
 NMLS ID 425953

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Loan Originator Organization: Citibank, N.A., NMLSR ID: 412915  
Individual Loan Originator's Name: Jesse Lokken, NMLSR ID: 425953

MIN: 100011511243171205

## REVOCABLE TRUST RIDER

### DEFINITIONS USED IN THIS RIDER

- (A) "Revocable Trust." The **WILLIAM GARCIA AND NORMAN THOMAS MCDONALD, JR., LIVING TRUST** created under trust instrument dated **January 23, 2012**.
- (B) "Revocable Trust Trustees." **NORMAN THOMAS MCDONALD, Jr., WILLIAM GARCIA,** trustee(s) of the Revocable Trust.
- (C) "Revocable Trust Settlor(s)." **NORMAN THOMAS MCDONALD, Jr., WILLIAM GARCIA,** settlor(s) of the Revocable Trust signing below.
- (D) "Lender." **Citibank, N.A.**
- (E) "Security Instrument." The mortgage, deed of trust or security deed and any riders thereto of the same date as this Rider given to secure the Note to the Lender of the same date and covering the Property (as defined below).
- (F) "Property." The property described in the Security Instrument and located at:

**405 N WALASH AVE, 2903, Chicago, IL 60611-5603**  
[Property Address]

**THIS REVOCABLE TRUST RIDER** is made on the **21st** day of **June, 2016**, and is incorporated into and shall be deemed to amend and supplement the Security Instrument

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), the Revocable Trust Settlor(s) and the Lender further covenant and agree as follows:



Office



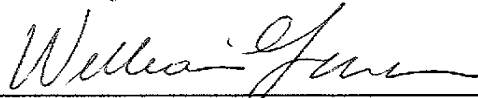
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**ADDITIONAL BORROWER(S).** The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust Trustee(s), the Revocable Trust Settlor(s), and the Revocable Trust, jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein or by acknowledging all of the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of the "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.

BY SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Revocable Trust Rider.



**NORMAN THOMAS MCDONALD, Jr., Trustee of the WILLIAM GARCIA AND NORMAN THOMAS MCDONALD, JR., LIVING TRUST under trust instrument dated 1/23/2012**



**WILLIAM GARCIA, Trustee of the WILLIAM GARCIA AND NORMAN THOMAS MCDONALD, JR., LIVING TRUST under trust instrument dated 1/23/2012**



Proposed by Cook County Clerk's Office

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BY SIGNING BELOW, the undersigned Revocable Trust Settlor(s) acknowledges all of the terms and covenants contained in this Revocable Trust Rider and agrees to be bound thereby.

Settlor:

  
\_\_\_\_\_  
NORMAN THOMAS MCDONALD, Jr.

  
\_\_\_\_\_  
WILLIAM GARCIA

\_\_\_\_\_



Property of Cook County Clerk's Office

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Loan Originator Organization: Citibank, N.A., NMLSR ID: 412915  
Individual Loan Originator's Name: Jesse Lokken, NMLSR ID: 425953

MIN: 100011511243171205

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this **21st** day of **June, 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 (the "Borrower") to secure Borrower's Note to **Citibank, N.A.** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

**205 N WABASH AVE, 2903, Chicago, IL 60611-5603**

[Property Address]

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

**RIVER PLAZA CONDO**

[Name of Condominium Project]

(the "Condominium Project"). If the owner's 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 further 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 or regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.



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**B. Property 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 (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property 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, whether or not then due, with the excess, if any, 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 Section 11.

**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 shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts

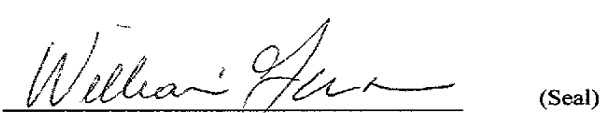


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shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

  
 (Seal)  
 \_\_\_\_\_  
 NORMAN THOMAS MCDONALD,  
 Jr., Trustee of the WILLIAM  
 GARCIA AND NORMAN THOMAS  
 MCDONALD, JR., LIVING TRUST  
 under trust instrument dated  
 1/23/2012

  
 (Seal)  
 \_\_\_\_\_  
 WILLIAM GARCIA, Trustee of the  
 WILLIAM GARCIA AND NORMAN  
 THOMAS MCDONALD, JR., LIVING  
 TRUST under trust instrument dated  
 1/23/2012

\_\_\_\_\_  
 (Seal)  
 -Borrower

\_\_\_\_\_  
 (Seal)  
 -Borrower

[Sign Original Only]



PROPERTY OF COOK COUNTY CLERK'S OFFICE

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Loan No.: 001124327033

## Illinois Fixed Interest Rate Rider


This ILLINOIS FIXED INTEREST RATE RIDER is made this **June, 2016** day of **21st** and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note (the "Note") to Citibank, N.A..


(The "Lender") of the same date and covering the property described in this Security Instrument and located at:  
**405 N WABASH AVE, 2903, Chicago, IL 60611-5603**  
(Property Address)

The Security Instrument is amended as follows:

The words "at the rate of **3.500%**" are added at the end of the second sentence in the definition of "Note" in the DEFINITIONS section.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Fixed Rate Rider.

  
\_\_\_\_\_  
(Seal)  
**NORMAN THOMAS MCDONALD, -Borrower**  
**Jr., Trustee of the WILLIAM**  
**GARCIA AND NORMAN THOMAS**  
**MCDONALD, JR., LIVING TRUST**  
**under trust instrument dated**  
**1/23/2012**

  
\_\_\_\_\_  
(Seal)  
**WILLIAM GARCIA, Trustee of the**  
**WILLIAM GARCIA AND NORMAN**  
**THOMAS MCDONALD, JR., LIVING**  
**TRUST under trust instrument dated**  
**1/23/2012**

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower





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Refer to the attached *Signature Addendum* for additional parties and signatures.

Property of Cook County Clerk's Office



\* 0 0 1 1 2 4 3 2 7 0 3 3 \*



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Loan Originator Organization: Citibank, N.A., NMLSR ID: 412915  
Individual Loan Originator's Name: Jesse Lokken, NMLSR ID: 425953

## SETTLOR SIGNATURE RIDER FOR SECURITY INSTRUMENTS

BY SIGNING BELOW, the undersigned, Settlor(s) of the **WILLIAM GARCIA AND NORMAN THOMAS MCDONALD, JR., LIVING TRUST** under trust instrument dated **January 23, 2012**, for the benefit of **WILLIAM GARCIA AND NORMAN THOMAS MCDONALD, JR.**, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

"Settlor(s), as used herein shall mean, as required by applicable law, "Trustor(s)", "Donor(s)" or any such actor(s) however designated.

 _____ (Seal) <b>NORMAN THOMAS MCDONALD, JR.</b> -Trust Settlor	 _____ (Seal) <b>WILLIAM GARCIA</b> -Trust Settlor
---	---

_____ (Seal) Trust Settlor	_____ (Seal) -Trust Settlor
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# UNOFFICIAL COPY

Loan Originator Organization: Citibank, N.A., NMLSR ID: 412915  
Individual Loan Originator's Name: Jesse Lokken, NMLSR ID: 425953

## SETTLOR SIGNATURE RIDER FOR SECURITY INSTRUMENTS

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"Settlor(s), as used herein shall mean, as required by applicable law, "Trustor(s)", "Donor(s)" or any such actor(s) however designated.

 _____ (Seal) <b>NORMAN THOMAS MCDONALD, JR.</b> -Trust Settlor	 _____ (Seal) <b>WILLIAM GARCIA</b> -Trust Settlor
---	---

_____ (Seal) Trust Settlor	_____ (Seal) -Trust Settlor
-------------------------------	--------------------------------



**UNOFFICIAL COPY**

FILE NO: 16038915

LOAN NO: 001124317120

**EXHIBIT "A"**

**PARCEL 1** UNIT 2903 IN THE RIVER PLAZA CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 3, 5, 8, 15, 16, 17, 19, 20, 22, 31 TO 39, BOTH INCLUSIVE, 41, AND 44 TO 48, BOTH INCLUSIVE, IN RIVER PLAZA RESUBDIVISION OF LAND, PROPERTY AND SPACE OF LOTS 1 TO 12 AND VACATED ALLEY TO BLOCK 5 IN KINZIE'S ADDN TO CHICAGO IN THE NORTHWEST ¼ OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 94758753 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

**PARCEL 2** EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, USE AND ENJOYMENTS OF THE PROPERTY AS SET FORTH IN THE RIVER PLAZA DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS RECORDED AS DOCUMENT NUMBER 94758750.

**DEED TYPE:** WARRANTY DEED IN TRUST BETWEEN NORMAN T. MCDONALD, JR., AND WILLIAM GARCIA, (MARRIED TO EACH OTHER IN THE STATE OF CALIFORNIA ON 10/25/2008) AND WILLIAM GARCIA AND NORMAN THOMAS MCDONALD, JR. TRUSTEES OF THE WILLIAM GARCIA AND NORMAN THOMAS MCDONALD, JR., LIVING TRUST, DATED THE 23RD OF JANUARY, 2012 DATED 1/23/2012, RECORDED 5/18/2012 IN INSTRUMENT NO. 1213946030.  
**CONSIDERATION:** \$10.00

**DEED TYPE:** QUIT CLAIM DEED BETWEEN NORMAN T. MCDONALD, JR. A/K/A NORMAN THOMAS MCDONALD, JR., SINGLE AND NORMAN T. MCDONALD, JR. AND WILLIAM GARCIA DATED 12/9/2008, RECORDED 12/19/2008 IN INSTRUMENT NO. 0835439003.  
**CONSIDERATION:** \$10.00

**DEED TYPE:** TRUSTEE'S DEED BETWEEN LASALLE NATIONAL TRUST, N.A., A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER THE PROVISIONS OF A DEED IN TRUST DULY RECORDED AND DELIVERED TO SAID TRUSTEE IN PURSUANCE TO A TRUST AGREEMENT DATED AUGUST 1, 1994 AND KNOWN AS TRUST NUMBER 118678 AND NORMAN THOMAS MCDONALD, JR. DATED 8/26/1994, RECORDED 8/29/1994 IN INSTRUMENT NO. 00762599.  
**CONSIDERATION:** \$10.00