

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption

**Report Mortgage Fraud**  
**800-532-8765**

Doc#: 1635117063 Fee: \$62.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/16/2016 11:41 AM Pg: 1 of 8

The property identified as: **PIN:** 14-20-315-016-0000

**Address:**

**Street:** 1213 W NEWPORT AVE

**Street line 2:**

**City:** CHICAGO

**State:** IL

**ZIP Code:** 60657

**Lender:** FIFTH THIRD BANK (WESTERN MICHIGAN)

**Borrower:** RICHARD J. LYONS AND BRIAN E. WALL MARRIED TO EACH OTHER

**Loan / Mortgage Amount:** \$198,500.00

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:** 11E9E9FB-A2B4-4E56-B6FF-FC33E7C31881

**Execution date:** 11/1/2016

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COOK County  
Document was prepared by (and should be returned to:)  
FIFTH THIRD BANK  
EQUITY LENDING DEPARTMENT  
5050 KINGSLEY DRIVE, CINCINNATI, OHIO 45263

Return to: Dawn Tetlak/AEG  
5455 Detroit Rd, STE B  
Sheffield Village, OH 44054  
440-716-1820

(Space Above This Line for Recording Data)

2565984-04

**OPEN-END MORTGAGE**

XXXXXXXXXX5264



THIS MORTGAGE ("Security Instrument") is given on November 1, 2016  
The mortgagor is:

RICHARD J. LYONS AND BRIAN E. WALL MARRIED TO EACH OTHER

("Mortgagor")  
The borrower is:

RICHARD J. LYONS

("Borrower").

This Security Instrument is given to FIFTH THIRD BANK which is organized and existing under the laws of OHIO and whose address is 5050 KINGSLEY DRIVE, CINCINNATI, OHIO 45263 ("Lender").

Borrower owes Lender the principal sum of One Hundred Ninety Eight Thousand Five Hundred AND 00/100 Dollars (U.S. \$198,500.00 ), (herein, the "Indebtedness"). This Indebtedness is evidenced by Borrower's note credit agreement, or other evidence of indebtedness together with any amendments, modifications, or restatements thereof dated the same date as this Security Instrument (the "Loan Documents").

TO SECURE to Lender (a) the repayment of the Indebtedness evidenced by the Loan Documents and any extensions or renewals thereof, with interest thereon, the payment of all other funds, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Mortgagor and Borrower herein contained, or contained in the Loan Documents or any document executed in connection therewith, and (b) the repayment of any and all other loans, advances or indebtedness of Mortgagor or Borrower owed to Lender and all affiliates of Lender, of any nature whatsoever (collectively the "Obligations") and (c) the repayment of any future advances, with interest thereon, made to Mortgagor or Borrower by Lender pursuant to Item 21 hereof (herein "Future Advances"), Mortgagor does hereby mortgage, warrant, grant and convey to Lender, with mortgage covenants, the following described property located in the County of COOK , State of ILLINOIS , to wit (herein, the "Real Estate"):

SEE ATTACHED EXHIBIT "A"

which has the address of 1213 W NEWPORT AVE CHICAGO, IL 60657-0000  
("Property Address");

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TOGETHER WITH all the improvements now or hereafter erected on the Real Estate, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, and all fixtures now or hereafter permanently attached to, the Real Estate, and all right, title and interest of Mortgagor in and to the land lying in the streets and roads, in front of and adjoining the Real Estate, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Real Estate covered by this Mortgage; and all of the foregoing, together with said Real Estate (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

**MORTGAGOR COVENANTS** that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property, that the Property is unencumbered, except for encumbrances of record, and that Mortgagor will warrant and defend the title of the Property against all claims and demands.

**COVENANTS.** Mortgagor and Lender covenant and agree as follows:

**1. Payment of Principal and Interest.** Mortgagor will cause Borrower to promptly pay when due the principal and the interest on the Indebtedness evidenced by the Loan Documents, any extensions or renewals thereof, prepayment and late charges as provided in the Loan Documents, and the principal and interest on any Future Advances, Obligations or other sums secured by this Mortgage.

**2. Hazard Insurance.** Mortgagor 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 Lender may require or as may be required by applicable law (including flood insurance required by Item 27 hereof), and in such amounts and for such periods as Lender may require; provided, however, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage unless required by applicable law.

The insurance carrier providing the insurance shall be chosen by Mortgagor, subject to approval by Lender, provided that such approval shall not be unreasonably withheld. Unless otherwise specified, all premiums on insurance policies shall be paid by Mortgagor making payment, when due, directly to the insurance carrier and providing receipt of said payment to Lender if requested by Lender.

All insurance policies and renewals thereof shall be in form acceptable to lender and shall include a standard mortgagee clause in favor of and in form acceptable to Lender and shall provide that the policies shall not be amended or canceled without thirty (30) days prior written notice to Lender. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Mortgagor. Lender is hereby given full power to collect any insurance proceeds or to settle and compromise any insurance claims or bring suit to recover thereunder.

Lender is authorized to apply the net proceeds of any insurance claim, after deducting all costs of collection, including attorney's fees, at Lender's option, either to restoration or repair of the Property or to the sum secured by this Mortgage, and if, in the sole discretion of Lender, Lender is not satisfied with the adequacy of the collateral for the remaining indebtedness, Lender may without further notice or demand, elect to declare the whole of the remaining Indebtedness due and payable and may invoke any of the remedies afforded it by law, and/or by this Mortgage, including those permitted in Item 17 hereof.

Any application of proceeds to principal shall not extend or postpone the due date of any installment payments agreed to by Lender and Borrower, or change the amount of such installments. If, under Item 17 hereof, the Property is acquired by Lender, all right, title and interest of Mortgagor 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 Lender to the extent of the sum secured by this Mortgage, immediately prior to such sale or acquisition.

**3. Charges; Liens.** Mortgagor shall pay all taxes, liens, assessments and other charges, fines and impositions attributable to the Property, and leasehold payments or ground rents, if any, by Mortgagor making payment, when due, directly to the Payee thereof. Mortgagor shall promptly furnish to Lender all notices of amounts due under this paragraph, and Mortgagor shall promptly furnish Lender receipts evidencing such payment.

**4. Application of Payments.** Unless otherwise agreed, all payments are to be applied in the following order: costs, expenses, attorneys' fees, interest, escrow, late fees or penalties and then principal. In the event this mortgage secures more than one note or other debt instrument, at Lender's option, payments may be applied on any of the outstanding notes, or concurrently on more than one of the outstanding notes.

**5. Preservation and Maintenance of Property; Leasehold; Condominiums; Planned Unit Developments.** Mortgagor 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 planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration of covenants creating or governing the condominium or planned unit development, and the by laws and regulations of the condominium or planned unit development.

**6. Protection of Lender's Security.** If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, foreclosure, code enforcements, deed restrictions and registrations, or arrangements or proceedings involving a bankrupt or decedent, Lender at Lender's option, upon notice to Mortgagor, may make such appearances, disburse such sums, and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this Item 6, with interest thereon, shall become additional indebtedness secured by this Mortgage. Unless Mortgagor and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Mortgagor requesting payment thereof, and shall bear interest from the date of disbursement at the applicable rate as prescribed in the Loan Documents evidencing the Indebtedness or the highest rate under applicable law. Nothing contained in this Item 6 shall require Lender to incur any expense or take any action hereunder.

**7. Environmental Laws.** (a) Except as set forth in Exhibit 7(a) hereto, Mortgagor has obtained all permits, licenses and other authorizations which are required under any now existing or hereafter enacted or amended federal, state or local statute, ordinance, code or regulation affecting or regulating the environment ("Environmental Laws") and, to the best of Mortgagor's knowledge, Mortgagor is in compliance in all material respects with all terms and conditions of the required permits, licenses and authorizations, and is also in compliance in all material respects with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in the Environmental Laws;

(b) Except as set forth in Exhibit 7(b) hereto, Mortgagor is not aware of, and has not received notice of, any past, present or future events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent compliance or continued compliance in any material respect with Environmental Laws, or may give rise to any material common law or legal liability, or otherwise form the basis of any material claim, action, demand, suit, proceeding, hearing, study or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling, or the emission, discharge, release or threatened release into the environment, of any pollutant, contaminant, chemical, or industrial, toxic or hazardous substance or waste; and

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(c) Except as set forth in Exhibit 7(c) hereto, there is no civil, criminal or administrative action, suit, demand, claim hearing, notice or demand letter, notice of violation, investigation, or proceeding pending or threatened against Mortgagor, relating in any way to Environmental Laws; and

(d) Lender will not be deemed to assume any liability or obligation or duty to clean-up or dispose of wastes on or relating to the Property. Mortgagor agrees to remain fully liable and will indemnify, defend and hold Lender harmless from any and all costs, losses and expenses (including, without limitation attorney's fees) relating to any Environmental Laws or Mortgagor's breach of any of the foregoing representations or warranties. The provisions of this Item 7 will survive the release or satisfaction of this Mortgage or the foreclosure hereof.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Mortgagor notice prior to any inspection specifying reasonable cause therefor related to Lender's interest in the Property. Additionally, Lender shall have the right to inspect the books and records of the operation of the Property and make copies thereof during normal business hours and upon notice to Mortgagor. Mortgagor shall keep its books and records in accordance with generally accepted accounting principles covering the operation of the Property, should the same be income-producing. Lender may in its discretion require Mortgagor to deliver to Lender within 90 days after the close of each of the Mortgagor's fiscal years an audited statement of condition and profit and loss statement for the Property for the preceding fiscal year, prepared and certified by a certified public accountant acceptable to Lender.

**9. 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 Lender. No awards or settlements shall be accepted without Lender's prior written consent.

Lender is authorized to settle any claim, collect any award, and apply the net proceeds, after deducting all costs of collection including attorney's fees, at Lender's option, either to restoration or repair of the Property, or to the sums secured by this Mortgage, and if, in the sole discretion of Lender, Lender is not satisfied with the adequacy of collateral for any remaining indebtedness, Lender may without further demand or notice elect to declare the whole of the remaining indebtedness immediately due and payable and may invoke any of the remedies afforded it by law, and/or by this Mortgage, including those permitted by Item 17 hereof.

Any application of proceeds to principal shall not extend or postpone the due date of any installment payments referred to in Item 1 hereof or change the amount of such installments.

**10. Borrower Not Released.** 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 approved by Lender 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 any successor or refuse time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest.

**11. Forbearance By Lender Not A Waiver.** 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. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the Indebtedness, Future Advances and Obligations secured by this Mortgage.

**12. Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage, the note evidencing the Indebtedness or any of the Loan Documents, or as afforded by law or equity and may be exercised concurrently, independently or successively.

**13. Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements contained herein shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgagor and Lender, subject to the provisions of Items 16 and 17 hereof. All covenants and agreements of Mortgagor shall be joint and several. The captions and headings of the Items of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

**14. Notice.** Except for any notice required under applicable law to be given in another manner, any notice to Borrower or Mortgagor provided for in this Mortgage shall be given by mailing such notice by certified or registered mail, return receipt requested, to Borrower or Mortgagor at the addresses set forth above or as carried on the records of the Lender. Any notice to Lender shall be given by certified or registered mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Mortgagor as provided herein.

**15. Governing Law; Severability.** This transaction shall be governed by the laws of the State where the Property is located. In the event that any provision or clause of this Mortgage or the Loan Documents conflicts with applicable law, such conflict shall not affect other provisions of either this Mortgage or the Loan Documents which can be given effect without the conflicting provision, and in this regard, the provisions of this Mortgage and the Loan Documents are declared severable.

**16. Transfer of the Property and Interest Therein.** If all or any part of the Property or an interest therein is sold, transferred, encumbered or otherwise conveyed by Mortgagor, without Lender's prior written consent or if any contract to do any of the same is entered into by Mortgagor without Lender's prior written consent, excluding transfer by devise, descent or, by operation of law upon the death of a joint tenant, it shall be deemed to increase the Lender's risk and Lender may, at Lender's option, either declare all the sums secured by this Mortgage to be immediately due and payable, or may consent to said conveyance in writing and may increase the interest rate of Indebtedness and/or impose whatever conditions it may deem necessary to compensate it for the increased risk. Lender shall have waived such option to accelerate if, prior to the conveyance, Lender and the person to whom the Property is to be conveyed reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sum secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in Item 17, and if Mortgagor's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender may, in its discretion, release Mortgagor from all obligations under this Mortgage and the Loan Documents, and any such decision to release or not to release Mortgagor shall be evidenced by said written assumption agreement.

If Mortgagor herein is other than an individual or individuals acting on their own behalf, any change in the legal or beneficial ownership of such Mortgagor or entity which changes the identity of any person or persons having, directly or indirectly, more than 10% of either the legal or beneficial ownership of either such Mortgagor, such entity, or of the Property, shall be deemed to be a transfer within the meaning of this Item. Such transfer shall not be made, created, or suffered to be made or created, without Lender's prior written consent.

**17. Acceleration; Remedies.** Upon the occurrence of an Event of Default (as defined in the Loan Documents) or a default in the payment of the Indebtedness, the Obligations or Future Advances hereby secured or any part thereof in accordance with the terms of this Mortgage, of the aforesaid Loan Documents or of any other document executed in conjunction with this Mortgage or the Loan Documents, or in the performance of any covenant or agreement of Borrower or Mortgagor in this Mortgage or in the payment or performance of any document or instrument securing any Indebtedness or Obligation, or upon the filing of any lien or charge against the Property or any part thereof which is not removed to the satisfaction of Lender within a period of 30 days thereafter, the institution of any proceeding to enforce the lien or charge

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upon the Property or any part thereof, the filing of any proceeding by or against Mortgagor in bankruptcy, insolvency or similar proceedings, assignment by Mortgagor of its property for the benefit of its creditors, the placing of Mortgagor's property in receivership, trusteeship or conservatorship with or without action or suit in any Court, or the abandonment by Mortgagor of all or any part of the Property (herein "Events of Default"), then the Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without notice to the Borrower or Mortgagor.

The sums secured hereby shall bear interest at the highest rate permitted to be charged on delinquent installments of principal and interest under the Loan Documents or the highest rate allowed by law, and this Mortgage shall become absolute and subject to foreclosure. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, costs of documentary evidence, abstracts, title reports and reasonable attorney's fees.

**18. Mortgagor's Right to Redeem.** Mortgagor shall have such rights of redemption as are provided by the law of the State where the Property is located.

**19. Waiver of Homestead.** Mortgagor waives all rights of homestead exemption in the property.

**20. Assignments of Rents.** Upon the occurrence of an Event of Default, the Lender shall have the right without notice and without regard to the adequacy of any security for the sums hereby secured and with or without the appointment of a receiver, to enter upon and take possession of the Property, and Lender may operate, manage, rent and lease the Property and collect any rents, issues, income and profits therefrom, the same being hereby absolutely assigned and transferred to and for the benefit and protection of Lender, contingent only upon the occurrence of an Event of Default. All rents collected by Lender may be applied to the cost of operation, maintenance and repair, and reasonable collection, management and attorney's fees, and then in reduction of any sums hereby secured in such other proportions as Lender may determine.

**21. Future Advances.** Upon request by Borrower, Lender, at Lender's option, may make Future Advances to Borrower. Such future and additional loan advances, with interest thereon, shall be secured by this Mortgage, when evidenced by promissory notes stating that such notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Indebtedness plus \$0.

**22. Rental of Property Restricted.** Mortgagor shall not make, or suffer to be made, any lease of the Property or any part thereof, or any modification, extension or cancellation of any existing or future lease, without Lender's prior written consent. If, with Lender's written consent, there is a lease on the Property, Mortgagor is to perform all of Mortgagor's obligations under such lease or leases. Mortgagor is not to accept any prepayment of rent for more than one month in advance without Lender's prior written consent. Upon Lender's request from time to time, Mortgagor is to furnish Lender a statement, in affidavit form, in such reasonable detail as Lender may require, of all of the leases on the Property and, on demand, to furnish Lender executed counterparts of any and all such leases.

If Mortgagor shall enter into any lease agreement, written or oral, concerning the Property or any part thereof without having obtained Lender's prior written consent, Lender shall not be bound by, or obligated to perform under, any such lease in the event it exercises its remedies set forth in Item 20 or any other provision hereof.

**23. Release.** Upon payment of all Indebtedness, Obligations and Future Advances secured by this Mortgage, and upon request of the Mortgagor, Lender shall discharge this Mortgage with any costs paid by Mortgagor.

**24. Mortgage as Security For Other Liabilities.** This Mortgage shall serve as security for every other liability or liabilities of the Mortgagor or Borrower to the Lender and any of its affiliates however created, direct or contingent, due or to become due, whether now or hereafter existing and whether the same may have been or shall be participated in, in whole or in part by others, by trust agreement or otherwise, or on any manner acquired by or accruing to the holder hereof, whether by agreement with, or by assignment or endorsement to the Lender by anyone whomsoever.

It is the express intent of the parties hereto that this Mortgage and the note or notes given contemporaneously herewith, and any extensions or renewals thereof, shall also evidence and secure any additional loan advances made after the delivery of this Mortgage to the recorder for record.

Notwithstanding the above, no debt or other liability, as described above shall be secured by the within Mortgage, if it shall hereafter be created in a "consumer credit transaction" as defined in Title 16, Consumer Credit Protection Act, 15 U.S.C.A., Sections 1601 et. seq., as amended, or any successor federal statute, or any applicable state statute containing substantially similar provisions.

**25. Ohio Covenant.** If the Property is located in Ohio, Mortgagor and Lender covenant that Lender is authorized to do all things provided to be done by a mortgagee under section 1311.14 of the Ohio Revised Code.

**26. Uniform Commercial Code Security Agreement.** Mortgagor hereby grants Lender a security interest in all items included in the Property which can be subject to a security interest under the Uniform Commercial Code. Mortgagor will execute and deliver to Lender all financing statements and other documents requested by Lender to perfect its security in such property, and Mortgagor will pay the expense of filing such documents and of conducting a search of records in which documents are recorded. The covenants and agreements of Mortgagor throughout this Mortgage will apply to all items which are subject to the security interest granted herein. Upon the occurrence of any Event of Default under this Mortgage, Lender will have the remedies of a secured party under the Uniform Commercial Code and, at Lender's sole option, may also invoke the remedies provided in this Mortgage. In exercising any of such remedies, Lender may proceed against the items of real property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies in this Mortgage. This Mortgage may be filed with appropriate authorities as a Uniform Commercial Code Financing Statement.

**27. Flood Insurance.** If any part of any of the Property lies within a "special flood hazard area" as defined and specified by the United States Department of Housing and Urban Development pursuant to the Flood Disaster Protection Act of 1973 as now in effect; Mortgagor shall (i) promptly purchase and pay the premiums for flood insurance policies as Lender deems required so that Lender shall be deemed in compliance with the rules and regulations and provisions of the Flood Disaster Protection Act of 1973 as then in effect; and (ii) deliver such policies to Lender together with evidence satisfactory to Lender that the premiums therefor have been paid. Such policies of flood insurance shall be in a form satisfactory to Lender, shall name Lender as an insured thereunder, shall provide that losses thereunder be payable to Lender pursuant to such forms of loss payable clause as Lender may approve, shall be for an amount at least equal to the Indebtedness or the maximum limit of coverage made available with respect to any of the Property under the National Flood Insurance Act of 1968, as amended, whichever is less, and shall be noncancelable as to Lender except upon thirty (30) days prior written notice given by the insurer to Lender. Within thirty (30) days prior to the expiration date of each such flood insurance policy, Mortgagor shall deliver to Lender a renewal policy or endorsement together with evidence satisfactory to Lender that the premium therefor has been paid.

**28. Jury Waiver.** MORTGAGOR WAIVES THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS MORTGAGE OR THE TRANSACTION CONTEMPLATED HEREBY.

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

*Richard J. Lyons* (Seal)  
RICHARD J. LYONS

**IF MORTGAGOR IS AN INDIVIDUAL:**

State of Illinois  
County of Cook

On this 1st day of November, 2016, before me, a Notary Public in and for said County and State, personally appeared Richard J. Lyons the individual(s) who executed the foregoing instrument and acknowledged that (he) Richard J. Lyons did examine and read the same and did sign the foregoing instrument, and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires: Feb. 10, 2018



*Debra L. Guisinger*  
Notary Public  
Debra L. Guisinger  
Typed, Printed or Stamped Name

**IF MORTGAGOR IS AN ENTITY:**

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_  
the \_\_\_\_\_ of \_\_\_\_\_  
on behalf of said \_\_\_\_\_  
(Type of Entity)

\_\_\_\_\_  
Notary Public

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

[Signature] (Seal)  
BRIAN E. WALL

**IF MORTGAGOR IS AN INDIVIDUAL:**

State of Illinois  
County of Cook

On this 1st day of November, 2016, before me, a Notary Public in and for said County and State, personally appeared Brian E Wall the individual(s) who executed the foregoing instrument and acknowledged that (he) Brian E Wall did examine and read the same and did sign the foregoing instrument and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires: Feb. 10, 2018



[Signature]  
Notary Public  
Debra L Guisinger  
Typed, Printed or Stamped Name

**IF MORTGAGOR IS AN ENTITY:**

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_  
the \_\_\_\_\_ of \_\_\_\_\_  
on behalf of said \_\_\_\_\_  
(Type of Entity)

**Fifth Third Bank  
5050 Kingsley Drive  
MD 1MOB1H  
Cincinnati, OH 45263**

\_\_\_\_\_  
Notary Public

Prepared By: [Signature] Joshua Cross

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## EXHIBIT A

THE FOLLOWING DESCRIBED REAL ESTATE, IN COOK COUNTY,  
STATE OF ILLINOIS, TO WIT:

THE WEST 21 FEET OF LOT 5 AND THE EAST 8 FEET OF LOT 6 IN  
BLOCK 8 IN OLIVERS SUBDIVISION OF THE NORTHEAST 1/4 OF  
THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH,  
RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

THIS BEING THE SAME PROPERTY CONVEYED TO RICHARD J.  
LYONS, UNMARRIED, DATED 12/29/2006 AND RECORDED ON  
01/18/2007 IN INSTRUMENT NO. 0701833017, IN THE COOK COUNTY  
RECORDERS OFFICE.

PARCEL NO. 14-20-315-016-0000

Order Number: 2565984

Address: 1213 W NEWPORT, CHICAGO, IL

Cook County Clerk's Office