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Doc#: 1829706042 Fee: \$68.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/24/2018 10:08 AM Pg: 1 of 11

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN: 14-31-319-078-0000**

Address:

Street: 2336 W Wabansia Ave, #G

Street line 2:

City: Chicago

State: IL

ZIP Code: 60647

Lender: Alliant Credit Union

Borrower: Anthony Madonia and Lisa T Madonia

Loan / Mortgage Amount: \$50,000.00

This property is located within the program area and the transaction is exempt from the requirements of 1765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: BA2AE276-0DDF-445A-AE17-03D7EBC6997B

Execution date: 10/15/2015

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

WHEN RECORDED MAIL TO:

Symmetry Lending
6600 Peachtree Dunwoody Rd.
Building 300, Suite 125
Atlanta, GEORGIA 30328
Attn: SHIPPING DEPT./O.C. CONTROL

SPACE ABOVE FOR RECORDERS USE

ESCROW/CLOSING #:

3804973-05

MORTGAGE (Line of Credit)

THIS MORTGAGE, dated October 15, 2018, is between Anthony Madonia and Lisa T. Madonia residing at 2336 W Wabansia Ave, Apt G, Chicago, Illinois 60647, the person or persons signing as "Mortgagor(s)" below and hereinafter referred to as "we" or "us" and Alliant Credit Union, with an address at PO Box 2700, Sioux City, IOWA 51106 and hereinafter referred to as "you" or the "Mortgagee."

MORTGAGED PREMISES: In consideration of the loan herein after described, we hereby mortgage, grant and convey to you the premises located at:

2336 W Wabansia Ave, #G, Chicago
Street, Municipality
60647 (the "Premises").

COOK Illinois
Country

ZIP

and further described as:
SEE ATTACHED ADDENDUM "A"



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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 PUD, 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 PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts 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 PUD Rider.



Lisa T Madonia

(Seal)

-Borrower



Anthony Madonia

(Seal)

-Borrower

Alliant Credit Union NMLS: 197185
Guaranteed Rate, Inc NMLS: 2611

Jamie Franz NMLS: 221285

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(5) CONDEMNATION: We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any Prior Mortgage.

(6) SECURITY INTEREST: We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises.

(7) OUR AUTHORITY TO YOU: If we fail to perform our obligations under this Mortgage, or if any action or proceeding is commenced which materially affects your interest in the Property, then you, at your option, upon notice to us, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect your interest. You may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Note, on which you will charge interest at the variable interest rate set forth in the Note. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the variable interest rate set forth in the Note. This Mortgage secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Mortgage. Any replacement insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Note plus the amount of any Prior Mortgages.

(8) PRIOR MORTGAGE DEEDS OF TRUST; CHARGES; LIENS: We will perform all of our obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including our covenants to make payments when due. We shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Premises which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any. Within five days after any demand by you, we shall exhibit to you receipts showing all amounts due under this paragraph have been paid when due. We will not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Mortgage by which that security agreement is modified, amended, extended, or renewed, without your prior written consent. We shall neither request nor accept any future advance under a prior mortgage, deed of trust, or other security agreement without your prior written consent.

(9) HAZARDOUS SUBSTANCES: We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The first sentence of this paragraph shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

(10) SALE OF PREMISES: We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent.

(11) TRANSFER OF THE PROPERTY: Subject to applicable law, you shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if we, without your written consent, sells or transfers all or part of the Property or any rights in the Premises. If you exercise the option to accelerate, you shall give us notice of acceleration in accordance with paragraph (19) hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which we may pay the sums declared due. If we fail to pay those sums prior to the expiration of such period, you may, without further notice or demand on us, invoke any remedies permitted by paragraph (14) hereof.

(12) INSPECTION: We will permit you to inspect the Premises at any reasonable time.

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(13) NO LOSS OF RIGHTS: The Note and this Mortgage may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Note and this Mortgage without losing your rights in the Premises.

(14) DEFAULT; TERMINATION AND ACCELERATION; REMEDIES: Except as may be prohibited by applicable law, each of the following events shall constitute an event of default ("event of default") under this Mortgage: (a) We commit fraud or make a material misrepresentation in connection with this Mortgage or the Credit Agreement; (b) We do not meet the repayment terms of the Credit Agreement; or (c) Our action or inaction adversely affects your rights in the Premises secured by this Mortgage. If an event of default occurs, then prior to exercising any right or remedy provided for in this Mortgage and prior to acceleration, you shall give us notice as provided in paragraph (19) hereof specifying: (1) the event of default; (2) the action required to cure such event of default; (3) a date, not less than 10 days from the date the notice is mailed to us, by which such event of default must be cured; and (4) that failure to cure such event of default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and foreclosure or sale of the Premises. The notice shall further inform us of the right to reinstate after acceleration and the right to assert in court the nonexistence of an event of default or any other defense of us to acceleration and foreclosure or sale. If the event of default is not cured on or before the date specified in the notice, you, at your option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke any of the remedies permitted by applicable law. You may foreclose upon this Mortgage. This means that you may arrange for the Premises to be sold, as provided by law, in order to pay off what we owe on the Note and under this Mortgage. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. In addition, you may, in accordance with applicable law, (i) enter on and take possession of the Premises; (ii) collect the rental payments, including over-due rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We agree that the interest rate set forth in the Note will continue before and after a default, entry of a judgment and foreclosure. In addition, you shall be entitled to collect all reasonable fees and costs actually incurred by you in proceeding to foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

(15) BORROWER'S RIGHT TO REINSTATE: Notwithstanding your acceleration of the sums secured by this Mortgage due to our default, we shall have the right to have any proceedings begun by you to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) We pay you all sums which would be then due under the Mortgage and the Credit Agreement had no acceleration occurred; (b) We cure all events of default; (c) We pay all reasonable expenses incurred by you in enforcing the covenants and agreements contained in the Mortgage, and in enforcing your remedies as provided in paragraph (14) hereof, including, but not limited to reasonable attorneys' fees and court costs; and (d) We take such action as you may reasonably require to assure that the lien of this Mortgage, your interest in the Premises and our obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by us, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

(16) ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER: As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.

(17) WAIVERS: To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Mortgage and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption. We hereby waive, to the full extent permitted by law, statutes of limitation as a defense to any demand or obligation secured by this Mortgage.

(18) BINDING EFFECT: Each of us shall be fully responsible for all of the promises and agreements in this Mortgage. Until the Note has been paid in full and your obligation to make further advances under the Note has been terminated, the provisions of this Mortgage will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Mortgage is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Note and this Mortgage, and provided any obligation to make further advances under the Note has terminated, this Mortgage and your rights in the Premises shall end.

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(19) NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Mortgage shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at **PO Box 2700, Sioux City, IOWA 51106** or to such other address as you may designate by notice to us. Any notice provided for in this Mortgage shall be deemed to have been given to us or you when given in the manner designated herein.

(20) RELEASE: This Mortgage secures a revolving line of credit and advances may be made, repaid, and remade from time to time, under the terms of the Credit Agreement. When we (1) have paid all sums secured by this Mortgage and (2) have requested that the revolving line of credit be canceled, you shall discharge this Mortgage. To the extent permitted by law, you may charge us a fee for such discharge and require us to pay costs of recordation, if any.

(21) GENERAL: You can waive or delay enforcing any of your rights under this Mortgage without losing them. Any waiver by you of any provisions of this Mortgage will not be a waiver of that or any other provision on any other occasion.

(22) SECURITY AGREEMENT AND FIXTURE FILING: This Mortgage constitutes a security agreement with respect to all fixtures and other personal property in which you are granted a security interest hereunder, and you shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the state where the property is situated (the "Uniform Commercial Code"). The recording of this Mortgage in the real estate records of the county where the property is located shall also operate from the time of recording as a fixture filing in accordance with Sections 9-313 and 9-402 of the Uniform Commercial Code.

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THIS MORTGAGE has been signed by each of us under seal on the date first above written, Sealed and delivered in the presence of:

Lisa T Madonia (Seal)
Lisa T Madonia -Borrower

Anthony Madonia (Seal)
Anthony Madonia -Borrower

(Sign Original Only)

STATE OF ILLINOIS,

Cook County ss:

I, Nancy P. Huening, a Notary Public in and for said county and state do hereby certify Lisa T Madonia and Anthony Madonia, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and therein set forth.

Given under my hand and official seal, this 15th day of OCTOBER, 2018.

My Commission Expires: 7-1-19
This Instrument was prepared Bed Hill

Nancy P. Huening
Notary Public



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PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 15th day of October, 2018, 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 Alliant Credit Union (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

2336 W Wabansia Ave, #G, Chicago, Illinois 60647

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in the Covenants, Conditions and Restrictions (the "Declaration"). The Property is a part of a planned unit development known as

Wabansia Row/Bucktown

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property 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, for 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, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds 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 ensure 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 or the common areas and facilities of the PUD, 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.

MULTISTATE HELOC PUD RIDER

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helocpud




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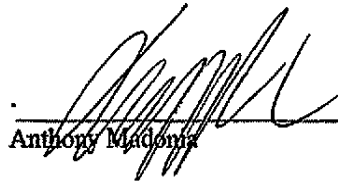
E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial 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 PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts 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 PUD Rider.



Lisa T Madonia (Seal)
Borrower



Anthony Madonia (Seal)
-Borrower

Alliant Credit Union NMLS: 197185
Guaranteed Rate, Inc NMLS: 2611

Jamie Franz NMLS: 221285

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EXHIBIT A

THE FOLLOWING DESCRIBED LAND IN CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, TO-WIT:

THAT PART OF LOTS 57 TO 60, BOTH INCLUSIVE AND TAKEN AS A TRACT, IN BLOCK 3, IN ISHAMS RESUBDIVISION OF PARTS OF BLOCKS 3, 4, AND 5 OF ISHAMS SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LYING SOUTHWEST OF MILWAUKEE AVENUE, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED APRIL 23, 1907 AS DOCUMENT 4023344, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF SAID LOT 57; THENCE NORTH 00 DEGREES 16 MINUTES 43 SECONDS WEST ALONG THE EAST LINE OF LOT 57. A DISTANCE OF 3.70 FEET THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 13.65 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING WEST ALONG THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 53.10 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 41.30 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 5.90 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 6.70 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 15.40 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 49.10 FEET THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 0.85 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 1.30 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 17.80 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1.30 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 1.30 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS

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WEST, A DISTANCE OF 17.80 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 1.35 FEET TO THE POINT OF BEGINNING.

THIS BEING THE SAME PROPERTY CONVEYED TO ANTHONY MADONIA AND LISA T. MADONIA, HUSBAND AND WIFE, TENANTS BY THE ENTIRETY, DATED 07/30/2004 AND RECORDED ON 09/27/2004 IN INSTRUMENT NO. 0427141050, IN THE COOK COUNTY RECORDERS OFFICE.

PARCEL NO. 14-31-319-078-0000

3804973

Address : 2336 W WABANS A AVE, CHICAGO,IL

Property of Cook County Clerk's Office