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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

Doc#: 1902325008 Fee: \$102.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 01/23/2019 10:04 AM Pg: 1 of 28

The property identified as: **PIN: 04-08-200-022-1016**

Address:

Street: 1011 Spring Hill Drive

Street line 2:

City: Northbrook

State: IL

ZIP Code: 60062

Lender: Reverse Mortgage Funding LLC

Borrower: Chicago Title Land Trust Company as successor Trustee To First National Bank of Northbrook a Corporation of Illinois, as Trustee under the provisions of a Trust Agreement Dated the 2 Day of August 1986, known as Trust Number 334

Loan / Mortgage Amount: \$438,000.00

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: 353BB2B8-9E77-479B-AA08-BA0E7AE94F75

Execution date: 1/2/2019

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This instrument was prepared by:

Name: Jaywin Workman

Address: 1455 Broad Street, 2nd Floor Bloomfield, NJ 07003

When Recorded Mail To:

Reverse Mortgage Funding LLC

3001 Technology Drive c/o Adfitech

Edmond, OK 73113

Subsequent tax bills are to be sent to:

1011 Springhill Drive

Northbrook, IL 60062

59-35025
State of Illinois

[Space Above This Line for Recording Data]

MERS MIN: 101222113181186320

**FIXED RATE REVERSE MORTGAGE
THIS SECURITY INSTRUMENT SECURES FUTURE ADVANCES
UNDER A REVERSE MORTGAGE LOAN**

71318118632

THIS MORTGAGE ("Security Instrument") is made on **January 02, 2019**. The mortgagor is **CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF NORTHBROOK A CORPORATION OF ILLINOIS AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 2 DAY OF AUGUST 1986, KNOWN AS TRUST NUMBER 334**, whose address is **1011 Springhill Drive, Northbrook, IL 60062** ("Borrower"). The Lender is **Reverse Mortgage Funding LLC**, which is organized and existing under the laws of **DELAWARE**, and whose address is **1455 Broad Street, 2nd Floor, Bloomfield, NJ 07003** ("Lender"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS") as mortgagee. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. Borrower has agreed to repay to Lender amounts advanced or to be advanced by Lender, including future advances, under the terms of this Security Instrument and Borrower's Fixed Rate Reverse Mortgage Loan Note dated the same date as this Security Instrument ("Note"). Borrower's agreement to repay is evidenced by the Note. The full principal amount of the debt, if not due or paid earlier, is due and payable on **June 25, 2089**, and may reach but shall not exceed the maximum principal amount stated below, however, the amount due may also include capitalized interest and all other amounts, with interest, advanced under the Note and this Security Instrument and such amounts will not count against the maximum principal amount stated below. Capitalized terms not defined in this Security Instrument shall have the meaning ascribed to them in the Note.

This Security Instrument secures to Lender: (a) repayment of the debt evidenced by the Note, including all future advances, with interest at the fixed rate of **7.300%** per year, and all renewals, replacements, extensions and modifications of the Note up to a maximum principal amount of **Four Hundred Thirty-Eight Thousand and 00/100 Dollars (U.S.\$438,000.00)**, plus all accrued interest thereon; (b) the unpaid interest added to the Loan Balance in accordance with the provisions of the Note, and interest that accrues thereon, commonly called

CIBC Bank USA
Company - NMLS #: 619817 - Loan Number: 71318118632

Loan Originator: Ken Krajewski
Loan Originator NMLS #: 168561
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“compound interest;” (c) the payment of all other amounts, with interest, advanced under the Note and this Security Instrument to protect the security of this Security Instrument; and (d) the performance of Borrower’s obligations and agreements under the Loan Documents. For this purpose, Borrower grants, bargains, sells, conveys, mortgages and warrants to MERS (solely as nominee for Lender and Lender’s successors and assigns) and to the successors and assigns of MERS the following described property located in Cook County, Illinois, which has the address of **1011 Springhill Drive, Northbrook, IL 60062** (“Property Address”), and is more fully described on Exhibit A attached to this Security Instrument, and incorporated herein.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the “Property.” Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender’s successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. **Payment of Principal and Interest.** Borrower shall promptly pay, or cause to be paid, to Lender the principal of the debt evidenced by the Note, all interest thereon, and all other amounts due under the Loan Documents.
2. **Negative Amortization and Compounding of Interest.** Since regular periodic payments of principal and interest by Borrower to Lender are not required under the Note and the finance charges that accrue, as well as the monthly servicing fees and other amounts that Borrower may owe under the Note, are added to the Loan Balance, and in turn shall accrue interest thereon at the rate specified in the Note, “negative amortization” and the compounding of interest shall occur. Negative amortization and the compounding of interest shall increase the amount that Borrower owe to Lender and reduce Borrower’s equity in the Property.
3. **Payment of Association Charges and Property Charges.** As set forth in the Loan Documents, Borrower shall pay all Association Charges, if any, in a timely manner until the debt evidenced by the Note is paid in full. After the Property Charges Set Aside Termination Date or if a Property Charges Set Aside has not been established or if the Property Charges Set Aside is insufficient to pay for the Property Charges, Borrower shall pay all Property Charges in a timely manner until the debt evidenced by the Note is paid in full. Borrower shall pay these obligations on time and out of Borrower’s own funds directly to the person or entity owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Paragraph 3 and all receipts evidencing these payments. Lender may require Borrower to pay a charge for an independent real estate tax reporting and/or verification service used by Lender in connection with the Loan, unless Applicable Law provides otherwise.
4. **Hazard Insurance.** Borrower shall keep the improvements now existing or erected in the future on the Property insured against loss by fire, hazards included within the terms “extended coverage” and “all risk”, and any other hazards, including wind, hail, floods and earthquakes, for which Lender requires insurance. This insurance

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shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

Lender may require Borrower to pay, in connection with the Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

All insurance policies and renewals must be acceptable to Lender and include a standard mortgagee clause naming Lender as mortgagee and as an additional loss payee. Lender has the right to hold the policies and renewal certificates. Borrower shall promptly give Lender all receipts for paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and to Lender. Lender may submit proof of loss if Borrower does not do so promptly. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender, instead of to Borrower and Lender jointly. Borrower hereby authorizes Lender to contact the insurance carrier to verify the coverage and to ensure that Lender are named as loss payee under a standard mortgage clause. In the event that Lender are not so named, Borrower authorizes Lender to instruct the insurance carrier to so name Lender.

If Borrower fails to maintain the coverage described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense, to protect Lender's rights in the Property in accordance with Paragraph 6. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts Lender disburses under this Paragraph 4 shall become additional debt secured by this Security Instrument.

Insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restore or repair the damaged Property, if (a) the restoration or repair is economically feasible within a reasonable period of time, (b) Borrower is willing and able to repair or restore the Property as necessary within a reasonable period of time, and (c) the value of Lender's security would not be lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. If the foregoing requirements are not all met, Lender may, at Lender's option, use the insurance proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not they are then due, with any excess paid to Borrower, unless Applicable Law provides otherwise.

Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower.

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If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within thirty (30) days to a notice from Lender that the insurance carrier has offered to settle a claim, Lender may negotiate and settle the claim and collect the insurance proceeds and use them to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not they are then due. The thirty (30)-day period shall begin when the notice is given. The provisions of this Paragraph 4 relating to the application of insurance proceeds shall apply only to the extent permitted by Applicable Law.

If under this Security Instrument Lender acquires the Property, Borrower's right to any insurance policies and proceeds resulting from damage to the Property before Lender acquires it shall pass to Lender to the extent permitted by Applicable Law.

5. Occupancy; Certification; Preservation, Maintenance and Protection of Property; Borrower's Representations. Borrower shall at all times occupy, establish, and use the Property as Borrower's Principal Residence. Notwithstanding the foregoing, if the Loan is a purchase money transaction, Borrower shall occupy, establish, and use the Property as Borrower's Principal Residence within sixty (60) days after the execution of this Security Instrument and shall at all times thereafter occupy, establish, and use the Property as Borrower's Principal Residence.

Borrower understands that Borrower must complete and provide to Lender on a periodic basis, no less than annually, a certification, in a form prescribed by Lender, stating whether the Property continues to be Borrower's Principal Residence. If Borrower fails to do so, Borrower shall be in default under this Security Instrument.

Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall cultivate, irrigate, fertilize, fumigate, prune and do all other acts, which from the character or use of the Property may be reasonably necessary to maintain its condition as required by the Note and this Security Instrument.

Borrower understands that Borrower shall be in default under this Security Instrument if any forfeiture action or other proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure this default and reinstate, as provided in Paragraph 12, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower understands that Borrower shall also be in default if Borrower gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the Loan, including, but not limited to, representations during the application process and concerning Borrower's occupancy of the Property as a Principal Residence.

6. Protection of Lender's Rights in Property. As set forth in the Loan Documents, after the Property Charges Set Aside Termination Date or if a Property Charges Set Aside has not been established or if the Property Charges Set Aside is insufficient to pay for the Property Charges, if Borrower fails to pay the property charges and assessments required by Paragraph 3, or if Borrower fails to pay all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowner's association or similar organization (if any), or if Borrower fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include, without limitation, paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying real estate taxes, hazard insurance premiums and other items mentioned in Paragraph 3, paying reasonable attorneys' fees, assessing the value of the property and entering on the

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Property to make repairs. If the Property is vacant or abandoned or the Loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to Borrower. Although Lender may take such actions under this Paragraph 6, Lender are not required to do so.

Any amounts disbursed by Lender under this Paragraph 6 shall be added to the Loan Balance and secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the interest rate provided by the Note and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. Grounds for Acceleration of Debt.

7.1 Due and Payable. All sums secured by this Security Instrument shall be immediately due and payable if:

- (a) Borrower dies and the Property is not the Principal Residence of at least one surviving Borrower;
- (b) Borrower voluntarily or involuntarily sells or conveys all or any part of Borrower's title to the Property, unless the sale or conveyance is to one or more of the original Borrowers who signed the Note and continue to occupy the Property as a Principal Residence and retain title to the Property (i) in fee simple, (ii) a life estate, or (iii) a beneficial interest in a trust owning all or part of the Property;
- (c) The Property ceases to be Borrower's Principal Residence and the Property is not then the Principal Residence of at least one other Borrower; Provided, however, that neither temporary absences of Borrower from the Property not exceeding sixty (60) consecutive days nor temporary absences of Borrower from the Property exceeding sixty (60) consecutive days, or less than one year, if Borrower makes arrangements to secure the Property in a manner satisfactory to Lender, shall cause the sums secured by this Security Instrument to become due and payable; or
- (d) For a period of longer than twelve (12) consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the Principal Residence of at least one other Borrower.

7.2 Other Grounds. Lender may, at Lender's option, require immediate payment in full of all sums secured by this Security Instrument if any of Borrower's obligations under this Security Instrument are not performed or if Borrower otherwise breaches any term or covenant of the Loan Documents.

7.3 Repayment Notice. If one or more of the events in Paragraph 7.1(b) - (d) occur, Lender shall give Borrower a notice in accordance with Paragraph 15 and Applicable Law that all sums due under the Note and secured by this Security Instrument are immediately due and payable. If Borrower fails to pay these sums immediately upon receipt of the notice without any additional grace or cure period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower. If Lender exercises Lender's option under Paragraph 7.2, Lender shall give Borrower a notice of default and opportunity to cure pursuant to Paragraph 24.

7.4 Trusts. A conveyance of Borrower's interest in the Property to a trust in which Borrower is the beneficiary, or a conveyance of a trustee's interest in the Property to at least one of the original Borrowers, provided the trust meets Lender's requirements, shall not be considered a conveyance for purposes of Paragraph 7.1(b).

8. Lien Status.

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- 8.1 Modification.** Borrower agrees to extend this Security Instrument in accordance with this Paragraph. If Lender determines that the original lien status of the Security Instrument is jeopardized under Applicable Law (including but not limited to situations in which the amount secured by this Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which Loan Advances retain the same lien priority initially granted to Loan Advances has expired or otherwise prevents Lender from making Loan Advances secured by the first lien of this Security Instrument) and Applicable Law permits the original lien status to be maintained for future Loan Advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except this Security Instrument, and any subordinate liens that the Lender determines shall also be subordinate to any future Loan Advances), Lender shall request Borrower to execute any documents necessary to protect the lien status of future Loan Advances. Borrower agrees to execute such documents. If the Applicable Law does not permit the original lien status to be extended to future Loan Advances, Borrower shall be deemed to have failed to have performed an obligation under this Security Instrument.
- 8.2 Prior Liens.** Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operates to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of that notice.
- 8.3 Future Liens.** Unless Lender expressly consent in writing, making specific reference to the lien and the lienor, Borrower covenants as part of this transaction not to place or grant a lien on the Property that is subsequent or subordinate to Lender's lien under this Security Instrument.
- 8.4 Tax Deferral Programs.** Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

9. Condemnation of the Property. Borrower hereby assigns to Lender the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, and the same are to be paid to Lender. In the event of a total or partial taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower, unless Applicable Law provides otherwise. The provisions of this Paragraph 9 relating to the application of condemnation proceeds shall apply only to the extent permitted by Applicable Law.

If Borrower abandons the Property or if, after Lender notify Borrower that the condemner has offered to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date the notice is given, Lender are authorized to collect and apply the proceeds, at Lender's option, either to restore or repair the Property or to the amounts secured by this Security Instrument, whether or not they are then due.

10. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give Borrower notice prior to any inspection or appraisal

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specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the Property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to Borrower.

11. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on, in, or from the Property. The preceding sentence does not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall not do, nor allow anyone else to do, nor is Borrower aware of, anything affecting the Property that is in violation of any Environmental Law.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph 11, "Hazardous Substances" means hazardous wastes, hazardous substances, toxic substances, hazardous air pollutants, pesticides, contaminants or other pollutants as those terms are used in any Environmental Law, and the following substances: gasoline, diesel fuel, 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 11, "Environmental Law" means federal laws and laws of the jurisdiction in which the Property is located that relate to health, safety or environmental protection.

12. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to reinstate the Loan and to have enforcement of this Security Instrument discontinued at any time prior to the earlier of five (5) days (or such other period as Applicable Law may specify for the termination of Borrower's right to reinstate) before the sale of the Property pursuant to Paragraph 24 of this Security Instrument, or entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) cures any default of any covenant or agreement in this Security Instrument; (b) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, or in lieu of payment, Lender may in its sole discretion, add such expenses to the Loan Balance; and (c) take such action as Lender may reasonably require to assure that the that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall only apply in the case of acceleration under Paragraph 7. Lender is not required to permit reinstatement if: (a) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two (2) years immediately preceding the commencement of a current foreclosure proceeding; (b) reinstatement shall preclude foreclosure on different grounds in the future; or (c) reinstatement shall adversely affect the priority of this Security Instrument. The provisions of this Paragraph 12 relating to Borrower's right to reinstate the Loan shall apply only to the extent permitted by Applicable Law.

13. Loan Charges. If the Loan 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 Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to

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the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits shall be, at Lender's election, refunded to Borrower or applied to reduce the principal owed under the Note.

14. Future Advances. In addition to any other debt or obligation secured by this Security Instrument, this Security Instrument secures all future advances occurring under the terms of the Note and this Security Instrument to the same extent as if such future advances were made on the date this Security Instrument was recorded, irrespective of the date of any such future advance. Lender's responsibility to make Loan Advances under the terms of the Note, including making Loan Advances of principal to Borrower or on Borrower's behalf, if required by the Note, as well as Loan Advances for interest, servicing fees, and other charges made by Lender under the Note, shall be obligatory. Advances made at Lender's discretion under Paragraph 6 of this Security Instrument to protect the value of the Property and Lender's rights in the Property shall not be deemed obligatory, however, Lender may make such payments when necessary, and reimbursement of such expenditures is secured by this Security Instrument with the same priority as if such payments had been disbursed on the date this Security Instrument was recorded.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless Applicable Law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate as a substitute notice address. If Lender specifies a procedure for reporting certain information, such as occupancy, then Borrower shall only report that information through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower unless Applicable Law requires use of another method. Any notice to a non-borrowing owner, or a non-borrowing spouse (if any) if required by Applicable Law, shall be given by delivering it or by mailing it by first class mail unless Applicable Law requires use of another method. The notice shall be directed to the Property Address. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement shall satisfy the corresponding requirement under this Security Instrument. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower, Lender or a non-borrowing owner, or a non-borrowing spouse if required by Applicable Law, if any, when given as provided in this Paragraph.

16. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity that administers the Loan and performs other mortgage loan servicing obligations under the Note, this Security Instrument and Applicable Law (known as the "Loan Servicer"). There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower shall be given written notice of the change in accordance with Paragraph 5 and Applicable Law. The notice shall state the name and address of the new Loan Servicer and the address to which inquiries should be made. The notice shall also contain any other information required by Applicable Law.

17. Forbearance by Lender Not a Waiver. Any waiver or forbearance by Lender in exercising any right or remedy under the Note or this Security Instrument shall not be a waiver of or preclude the exercise of any right or remedy by Lender at a future date.

18. Non-Recourse Liability. Lender may enforce the obligations under the Note and this Security Instrument solely against the Property. Borrower shall have no personal liability for payment of the amounts due under the Note or this Security Instrument, nor may Lender pursue Borrower for any deficiency. This Paragraph 18 shall not impair in any way the lien of this Security Instrument or Lender's rights to collect all sums due under the Note and this

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Security Instrument or prejudice Lender's rights as to any covenants or conditions of the Note or this Security Instrument.

19. **Successors and Assigns Bound.** The covenants and agreements of this Security Instrument shall bind and benefit Lender's successors and assigns. Borrower may not assign any of Borrower's rights or obligations under the Note or this Security Instrument, except to a trust in which Borrower is the beneficiary and that meets Lender's requirements.

20. **Joint and Several Liability; Co-signers.** Borrower covenants and agreements shall be joint and several. Any mortgagor who cosigns this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that mortgagor's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that mortgagor's consent. Notwithstanding anything to the contrary herein, upon the death of the last surviving Borrower, Borrower's successors and assigns shall be bound to perform Borrower's obligations under this Security Instrument.

21. **Governing Law; Severability.** This Security Instrument shall be governed by applicable federal law and the law of the jurisdiction in which the Property is located, except where preempted by federal law. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

22. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and this Security Instrument.

23. **Third -Party Beneficiary.** This Security Instrument does not and is not intended to confer any rights or remedies upon any person other than the parties.

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

24. **Acceleration; Remedies.** If one or more of the events in Paragraph 7.1 or Paragraph 7.2 occur, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraph 7.1 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default under Paragraph 7.2 is not cured on or before the date specified in the notice, Lender at Lender's option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 24, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF TITLE EVIDENCE.

25. **Interest Rate.** Under the Note, interest will be charged on unpaid principal at the rate of 7.300 % per year until the full amount of principal has been paid.

CIBC Bank USA
Company - NMLS #: 619817 - Loan Number 71318118632

Loan Originator: Ken Krajewski
Loan Originator NMLS #: 168561
ULI: 5493001FXFJ5C0QWQ877131811863260



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26. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

27. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

28. Obligatory Loan Advances. Lender's responsibility to make loan advances of principal to or on behalf of Borrower under the terms of the Note shall be obligatory.

29. Attorneys' Fees. As used in this Security Instrument and the Note, attorneys' fees shall include, but are not limited to, those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

30. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

31. Nominee Capacity of MERS. MERS serves as Mortgagee of record and secured party solely as nominee, in an administrative capacity, for Lender and its successors and assigns and holds legal title to the interests granted, assigned, and transferred herein. All payments or deposits with respect to the secured obligations shall be made to Lender, all advances under the Loan Documents shall be made by Lender, and all consents, approvals, or other determinations required or permitted of Mortgagee herein shall be made by Lender. MERS shall at all times comply with the instructions of Lender and its successors and assigns. If necessary to comply with law or custom, MERS (for the benefit of Lender and its successors and assigns) may be directed by Lender to exercise any or all of those interests, including without limitation, assignment of its interests back to Lender, the right to foreclose and sell the Property, and take any action required of Lender, including without limitation, a release, discharge or reconveyance of this Security Instrument. Subject to the foregoing, all references herein to "Mortgagee" shall include Lender and its successors and assigns.

32. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the warranties and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were part of this Security Instrument. [Check applicable box(es)]:

<input checked="" type="checkbox"/>	Property Charges Set Aside Rider		PUD Rider
<input checked="" type="checkbox"/>	Condominium Rider	<input checked="" type="checkbox"/>	I-4 Family Rider
	Other		

CIBC Bank USA
Company - NMLS #: 619817 - Loan Number: 71318118632

Loan Originator: Ken Krajewski
Loan Originator NMLS #: 168561
ULI: 5493001FXF3JSC0QWQ877131811863260



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33. **Note and Addendums.** The terms of the Note and any addendum(s) thereto, including without limitation the Repair Addendum, shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if they were part of this Security Instrument.

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

Marion Nelson
MARION NELSON (Borrower)

1-2-19
Date

CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF NORTHBROOK A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 2 DAY OF AUGUST 1986, KNOWN AS TRUST NUMBER 334

Date

Property of Cook County Clerk's Office

CIBC Bank USA
Company - NMLS #: 619817 - Loan Number: 71318118632

Loan Originator: Ken Krajewski
Loan Originator NMLS #: 168561
ULI: 5493001FXF3J5C0QWQ877131811863260



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33. **Note and Addendums.** The terms of the Note and any addendum(s) thereto, including without limitation the Repair Addendum, shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if they were part of this Security Instrument.

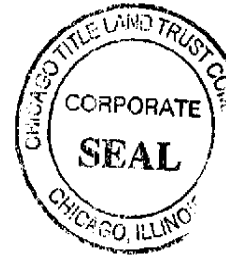
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

MARION NELSON (Borrower)



Date
1/2/19
Date

CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF NORTHBROOK A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 2 DAY OF AUGUST 1986, KNOWN AS TRUST NUMBER 334 **and not personally**



This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

County Clerk's Office

CIBC Bank USA
Company - NMLS #: 619817 - Loan Number: 71318118632

Loan Originator: Ken Krajewski
Loan Originator NMLS #: 168561
ULI: 5493001FXF3J5C0QWQ877131811863260

Illinois - Equity Elite Fixed Rate Reverse Mortgage Security Instrument

Revised 09/2018

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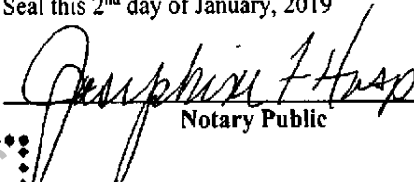
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State of Illinois
County of Cook

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Emily A. Ralph, Assistant Vice President of **CHICAGO TITLE LAND TRUST COMPANY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President, appeared before me this day in person and acknowledged that she/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of the Company for the uses and purposes therein set forth, and the said Assistant Vice President caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 2nd day of January, 2019



Notary Public

"OFFICIAL SEAL"
JOSEPHINE F. HOSP
Notary Public, State of Illinois
My Commission Expires 07/01/2021

Property of Cook County Clerk's Office

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State of Illinois

County of COOK

I HENRY SMALL, NOTARY PUBLIC (here give name of officer and his official title) certify that **Marion Nelson** (name of grantor, and if acknowledged by the spouse, his or her name, and add "his or her spouse") personally known to me to be the same person whose name is (or are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he (she or they) signed and delivered the instrument as his (her or their) free and voluntary act, for the uses and purposes therein set forth.

Dated: January 02, 2019

Henry Small (seal)



Name: HENRY SMALL

Title: NOTARY PUBLIC

Loan Originator Organization

Mortgage Loan Originator Organization: **CIBC Bank USA**
Nationwide Mortgage Licensing System and Registry Identification Number: **619817**

Individual Loan Originator

Mortgage Loan Originator: **Ken Krajewski**
Nationwide Mortgage Licensing System and Registry Identification Number: **168561**

CIBC Bank USA
Company - NMLS #: 619817 - Loan Number 71318118632

Loan Originator: Ken Krajewski
Loan Originator NMLS #: 168561
ULI: 5493001FXF3JSC0QW877131811863260



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EXHIBIT A

Exhibit A to the Security Instrument made on January 02, 2019, by **CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF NORTHBROOK A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 2 DAY OF AUGUST 1986, KNOWN AS TRUST NUMBER 334** ("Borrower") to **Reverse Mortgage Funding LLC** ("Lender"). The Property is located in Cook County, Illinois, described as follows:

Description of Property

See Exhibit 'A' Attached

Property of Cook County Clerk's Office

CIBC Bank USA
Company - NMLS #: 619817 - Loan Number: 71318118632

Loan Originator: Ken Krajewski
Loan Originator NMLS #: 168561
U.I.I. 5493001FXF3J5C0QWQ877131811863260



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The following described real estate in the County of Cook and State of Illinois, to-wit:

UNIT 1011 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN PHEASANT CREEK CONDOMINIUM NO. 2 AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 22648911, AS AMENDED FROM TIME TO TIME IN SECTION 8, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID#: 04-08-200-022-1016

For information only: 1011 Spring Hill Drive, Northbrook, IL 60062

Property of Cook County Clerk's Office

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CONDOMINIUM RIDER

71318118632

MIN Number: 101222113181186320

THIS CONDOMINIUM RIDER is made on **January 02, 2019**, and is incorporated into and shall be deemed to amend and supplement the mortgage, deed of trust, or security deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed Rate Reverse Mortgage Loan Note ("Note") to **Reverse Mortgage Funding LLC** ("Lender") of the same date and covering the Property described in the Security Instrument and located at:

1011 Springhill Drive, Northbrook, IL 60062

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

Pheasant Creek Condo 2

[Name of Condominium Project]

("Condominium Project"). If the owners association or other entity which acts for the Condominium Project ("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.

Terms not defined in this Condominium Rider shall have the meaning ascribed to them in the Loan Documents.

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

1. 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 of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

2. 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, wind, hail, earthquakes and floods, from which Lender requires insurance, then Borrower's obligations under Paragraph 4 of the Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and any loss occurring from a hazard.

In the event of a distribution of hazard 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, unless Applicable Law provides otherwise.

3. 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.

CIBC Bank USA
Company - NMLS #: 619817 - Loan Number: 71318118632

Loan Originator: Ken Krajewski
Loan Originator NMLS #: 168561
ULI: 5493001FXF3JSC0QWQ877131811863260



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4. **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 Paragraph 9 of the Security Instrument.

5. **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.

6. **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 6 shall become additional debt of Borrower secured by the Security Instrument. Unless Lender and Borrower agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate provided in the Note.

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

MARION NELSON (Borrower)

Date

CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR
TRUSTEE TO FIRST NATIONAL BANK OF NORTH BROOK A
CORPORATION OF ILLINOIS, AS TRUSTEE UNDER THE
PROVISIONS OF A TRUST AGREEMENT DATED THE 2 DAY
OF AUGUST 1986, KNOWN AS TRUST NUMBER 334
and not personally



1/2/19

Date

State of Illinois,)
) ss.
County of _____)

I _____ (here give name of officer and his official title) certify that Marion Nelson (name of grantor, and if acknowledged by the spouse, his or her name, and add "his or her spouse") personally known to me to be the same person whose name is (or are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he (she or they) signed and delivered the instrument as his (her or their) free and voluntary act for the uses and purposes therein set forth.

Dated _____ (insert date)

(Signature of officer)

(Seal)

CIBC Bank USA
Company - NMLS #: 619817 - Loan Number: 71318118632

Loan Originator: Ken
Loan Originator NMLS #
ULI: 5493001FXF3J5C0QWQ8771318



This instrument is executed by the undersigned Land Trustee, and it personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It expressly understood and agreed that all the warranties, covenants, representations, covenants, undertakings and obligations herein made on the part of the Trustee are taken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, covenant, representation, or covenant, undertaking...

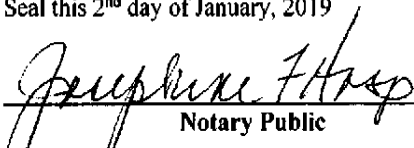
UNOFFICIAL COPY

State of Illinois
County of Cook

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Emily A. Ralph, Assistant Vice President of **CHICAGO TITLE LAND TRUST COMPANY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President, appeared before me this day in person and acknowledged that she/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of the Company for the uses and purposes therein set forth, and the said Assistant Vice President caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 2nd day of January, 2019



Notary Public



Property of Cook County Clerk's Office

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4. **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 Paragraph 9 of the Security Instrument.

5. **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.

6. **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 6 shall become additional debt of Borrower secured by the Security Instrument. Unless Lender and Borrower agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate provided in the Note.

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

Marion Nelson
MARION NELSON (Borrower)

1-2-19
Date

CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR
TRUSTEE TO FIRST NATIONAL BANK OF NORTH BLOOMINGTON
CORPORATION OF ILLINOIS, AS TRUSTEE UNDER THE
PROVISIONS OF A TRUST AGREEMENT DATED THE 2 DAY
OF AUGUST 1986, KNOWN AS TRUST NUMBER 334

Date

State of Illinois,)
) ss.
County of COOK)

I HENRY SMALL, NOTARY PUBLIC (here give name of officer and his official title) certify that Marion Nelson (name of grantor, and if acknowledged by the spouse, his or her name, and add "his or her spouse") personally known to me (to be the same person whose name is (or are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he (she or they) signed and delivered the instrument as his (her or their) free and voluntary act, for the uses and purposes therein set forth.

Dated 1/2/19 (insert date)



Henry Small
(Signature of officer)

(Seal)

CIBC Bank USA
Company - NMLS #: 619817 - Loan Number: 71318118632

Loan Originator: Ken Krajewski
Loan Originator NMLS #: 168561
ULI: 5493001FXF3J5C0QWQ877131811863260



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ILLINOIS 1-4 FAMILY RIDER (Assignment of Rents)

MIN Number: 101222113181186320

71318118632

THIS 1-4 FAMILY RIDER is made this **January 02, 2019**, and is incorporated into and shall be deemed to amend and supplement the mortgage, deed of trust, or security deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed Rate Reverse Mortgage Loan Note ("Note") to **Reverse Mortgage Funding LLC** ("Lender") of the same date and covering the Property described in the Security Instrument and located at:

1011 Springhill Drive, Northbrook, IL 60062

[Property Address]

Terms not defined in this 1-4 Family Rider shall have the meaning ascribed to them in the Loan Documents.

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Note and Security Instrument, Borrower and Lender further covenant and agree as follows:

1. Additional Property Subject to the Security Instrument. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, ovens, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

2. Use of Property; Compliance with Applicable Law. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

3. Subordinate Liens. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written consent.

4. Rent Loss Insurance. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Paragraph 4 of the Security Instrument.

5. Assignment of Leases. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this Paragraph 5, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

6. Assignment of Rents; Appointment of Receiver; Lender in Possession. In the event of a Maturity Event, or a Default that is uncured, Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are

CIBC Bank USA
Company - NMLS #: 619817 - Loan Number: 71318118632

Loan Originator: Ken Krajewski
Loan Originator NMLS #: 168561
ULI: 5493001FXF3J5CQWQ877131811863260

Illinois 1-4 FAMILY RIDER – Equity Elite

Page 1 of 2

10/2018



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payable. In the event of a Maturity Event, or a Default that is uncured, Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Paragraph 24 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received, and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any sums expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this Paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

7. **Cross-Default Provision.** Borrower's default or breach under the Note shall be a breach under the Security Instrument and this 1-4 Family Rider and Lender may invoke any of the remedies permitted by the Loan Documents.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

MARION NELSON (BORROWER)

Date

1/2/19

Date

CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF NORTHBROOK CORPORATION OF ILLINOIS, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 2 DAY OF AUGUST 1986, KNOWN AS TRUST NUMBER 334



and not personally

This instrument is executed by the undersigned as Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability of any kind or responsibility is assumed by the Trustee in any way, in any manner or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

CIBC Bank USA
Company - NMLS #: 619817 - Loan Number: 71318118632

Illinois 1-4 FAMILYRIDER - Equity Elite

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payable. In the event of a Maturity Event, or a Default that is uncured, Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Paragraph 24 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

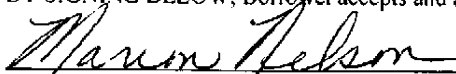
If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this Paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

7. Cross-Default Provision. Borrower's default or breach under the Note shall be a breach under the Security Instrument and this 1-4 Family Rider and Lender may invoke any of the remedies permitted by the Loan Documents.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.


MARION NELSON (BORROWER)

1-2-19
Date

CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF NORTHBROOK A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 2 DAY OF AUGUST 1986, KNOWN AS TRUST NUMBER 334

Date

CIBC Bank USA
Company - NMLS #: 619817 - Loan Number: 71318118632

Loan Originator: Ken Krajewski
Loan Originator NMLS #: 168561
ULI: 5493001EXF3J5C0QWQ877131811863260



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ILLINOIS PROPERTY CHARGES SET ASIDE RIDER

71318118632

THIS PROPERTY CHARGES SET ASIDE RIDER is made this **January 02, 2019**, 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 Fixed Rate Reverse Mortgage Loan Note ("Note") to **Reverse Mortgage Funding LLC** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1011 Springhill Drive, Northbrook, IL 60062

[Property Address]

PROPERTY CHARGES SET ASIDE COVENANTS. In addition to the covenants and agreements made in the Loan Documents, Borrower and Lender further covenant and agree as follows:

- 1. Definitions.** Terms not defined in this Property Charges Set Aside Rider have the meaning ascribed to them in the Loan Documents.
- 2. Set Aside Amount and Termination Date.** Lender shall set aside **\$32,843.12** from the Principal Limit to be applied towards payments due for Property Charges ("Property Charges Set Aside"), from the date of this Property Charges Set Aside Rider until the earlier of: (i) the occurrence of a Maturity Event or Default, or (ii) the Maturity Date ("Property Charges Set Aside Termination Date").
- 3. Property Charges Set Aside.** The Property Charges Set Aside are funds from Borrower's Loan that are withheld from advancement to Borrower and restricted for the payment of the Property Charges related to the Property until the Property Charges Set Aside Termination Date. The Property Charges Set Aside shall not be considered Loan Advances except to the extent actually disbursed by Lender, and shall bear interest, at the interest rate stated in the Note, only after disbursed. Lender shall use funds from Borrower's Loan so set aside and segregated to pay the Property Charges related to the Property until the Property Charges Set Aside Termination Date. Lender shall provide Borrower with information each time Lender makes a Loan Advance from the Property Charges Set Aside to pay for Property Charges. The statement of information may include the amount of the current Loan Advance for Property Charges, the payee and other information that Lender deems sufficient. Lender may include such information in a monthly periodic statement, if such statement or information is required to be provided by Lender to Borrower by Applicable Law. Lender may request further information reasonably related to such Loan Advances for Property Charges made by Lender and Lender shall provide such information within a reasonable amount of time or as otherwise required by Applicable Law.
- 4. Borrower's Obligations.** On and after the Property Charges Set Aside Termination Date, Borrower shall pay the Property Charges as specified in the Loan Documents.
- 5. Remedies.** On and after the Property Charges Set Aside Termination Date, if Borrower does not pay Property Charges when due, then at Lender's discretion, when necessary to protect the value of the Property and Lender's rights in the Property, Lender may make such payments on Borrower's behalf. Any amounts disbursed by Lender under this Paragraph 5 shall become additional debt of mine secured by the Security Instrument and shall bear interest from the date of disbursement at the rate provided in the Note.

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BY SIGNING BELOW, Borrower and Lender accept and agree to the terms and covenants contained in this Property Charges Set Aside Rider.

Marion Nelson (Borrower)



Date

1/2/19

Date

CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF NORTHBROOK A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 2 DAY OF AUGUST 1986, KNOWN AS TRUST NUMBER 334 and not person, do



Lender: Reverse Mortgage Funding LLC

By: _____ (SEAL)

Title: _____

State of Illinois,)

) ss.

County of _____)

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility assumed by or shall at any time be asserted or enforced against the Trustee on account of any warranty, indemnification, representation, covenant, undertaking or agreement made by the Trustee in this instrument.

I _____ (here give name of officer and his official title) certify that Marion Nelson (name of grantor, and if acknowledged by the spouse, his or her name, and add "his or her spouse") personally known to me to be the same person whose name is (or are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he (she or they) signed and delivered the instrument as his (her or their) free and voluntary act, for the uses and purposes therein set forth.

Dated _____ (insert date)

(Signature of officer)

(Seal)

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State of Illinois
County of Cook

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Emily A. Ralph, Assistant Vice President of **CHICAGO TITLE LAND TRUST COMPANY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President, appeared before me this day in person and acknowledged that she/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of the Company for the uses and purposes therein set forth, and the said Assistant Vice President caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 2nd day of January, 2019



Josephine F. Hosp

 Notary Public

Property of Cook County Clerk's Office