UNOFFICIAL COPY

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud 844-768-1713



Doc# 2002755244 Fee \$93.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/27/2020 03:31 PM PG: 1 OF 13

The property identified as:

PIN: 17-06-321-001-0000

Address:

Street:

927 N. Oakley Boulevard

Street line 2:

City: Chicago

State: II

ZIP Code: 60622

Lender: Selfreliance Federal Credit Union

Borrower: Chicago Land Trust Company As Successor Trustee to Lessalle National Bank N.A., F/K/A Lasalle National

Trust, As Trustee U/T/A Dated December 11, 1998. A/K/A Frust No. 122178

Loan / Mortgage Amount: \$20,000.00

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

Certificate number: 9F00949A-2B57-4FAF-81D1-897207A07EBC

Execution date: 12/12/2019

2002755244 Page: 2 of 13

UNOFFICIAL COPY

Advisors Title Network, LLC 900 Skokie Blvd Ste, 255 Northbrook, IL 60062 (847) 496-9100

WHEN RECORDED: MAIL TO: SELFRELIANCE FEDERAL CREDIT UNION 2332 W CHICAGO AVE CHICAGO, ILLINOIS 60:22

This instrument was prepared by: SELFRELIANCE FEDERAL CR'DIT UNION 2332 W CHICAGO AVE CHICAGO, ILLINOIS 60622 773-328-7500

GE8PGI-PI: 17TA

☐Spac → Allove This Line For Recording Data⊡

MCRTGAGE

(Ling of Credit)

DEFINITIONS

- (A) "Security Instrument" means this document, which is dated Dec more 12, 2019, together with all riders to this document.
- (B) "Borrower" is CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO LASALLE NATIONAL BANK N.A., F/K/A LASALLE NATIONAL TRUST, AS TRUSTEE U/f/* DATED DECEMBER 11, 1998, A/K/A TRUST NO. 122178. Borrower is the mortgagor under this Security Instrument.
- (C) "Lender" is SELFRELIANCE FEDERAL CREDIT UNION. Lender is CORTORATION, organized and existing under the laws of the State of UNITED STATES OF AMERICA.

Lender's address is 2332 W CHICAGO AVE, CHICAGO, ILLINOIS 60622. Lender is the prortgagee under this Security Instrument.

- (D) "Secured Indebtedness" means:
 - (1) The debt, interest, finance charges, and other fees and charges incurred under the terms of the Home Equity Line of Credit Agreement and Disclosure Statement ("HELOC") dated **December 12, 2019** with an initial at of **5.000**%; the HELOC matures on **December 31, 2029.**
 - (2) Any advance made to Borrower or obligation incurred by Borrower pursuant to any contract or evidence of indebtedness benefiting Lender, regardless of whether such advance has been made or such obligation has been incurred in whole or in part as of the date of this Security Instrument.
 - (3) Any sum paid and expense incurred by Lender under the terms of this Security Instrument.
- (E) "Credit Limit" means the maximum aggregate amount of principal that may be secured by this Security Instrument at any one time. The Credit Limit is \$20,000.00. Except to the extent prohibited by Applicable Law, the Credit Limit does not apply to interest, finance charges, and other fees and charges validly incurred by Borrower under this Security Instrument. The Credit Limit also does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

ILLINOIS HELOC Mortgage

Page 1 of 6

IDS, Inc. - 39444



2002755244 Page: 3 of 13

UNOFFICIAL COPY

(G) "Riders" means all riders to this S	ecurity	Instrument that are executed by Borrower. The following Riders are to be executed by
Borrower (check box as applicable):		
Condominium Rider		Planned Unit Development Rider
X 1-4 Family Rider	X	Other(s) (Specify) - Land Trust Rider
(IT) U. P. I.I. T. U	11.	

(II) "Applicable Law" means all controlling applicable federal, state, and local statutes, regulations, ordinances, and administrative rules and orders (that have the effect of law) as well as applicable final, non-appealable judicial opinions.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Secured Indebtedness, and all renewals, extensions, and modifications of the Secured Indebtedness; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the HELOC. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the COUNTY of **COOK**:

LOT 36 IN THOMAS BEILFUSS AND WALTHER'S ADDITION TO CHICAGO BEING A RESUBDIVISION OF PART OF BLOCK 11 IN SUFFERN'S SUBDIVISION OF THE SOUTH WEST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID Number: 17-06-321-001-0000

which currently has the address of: 927 N OAKLEY BLVD CHICAGO, IL 60622

("Property Address"):

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 also shall be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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 shall defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

ADVANCES

Any advances made under the HELOC may be made, repaid, and remade from time to time, subject to the limitations of the HELOC. Regardless of whether the Secured Indebtedness is reduced to a zero balance, this Security Instrument shall remain in effect until released or reconveyed.

Any advances made in excess of the Credit Limit shall not be secured by this Security Instrument unless (i) Lender agrees to increase the Credit Limit and complies with any subsequent disclosure, rescission, and other requirements under Applicable Law and (ii) Borrower agrees to execute any documents Lender requires to exidence and secure the increase in the Credit Limit. Lender shall not be obligated in any way under this Security Instrument to increase the Credit Limit or to make additional or future loans or advances in any amount.

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 Secured Indebtedness; Performance of Obligations. Borrower shall pay when due the Secured Indebtedness and shall perform all of Borrower's obligations under the HELOC and this Security Instrument.
- **2. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and imposition, attributable to the Property that can attain priority over this Security Instrument, including leasehold payments or ground rents on the Property, and the dues, fees, and assessments of a condominium association, homeowners association, or similar organization.

Borrower shall make all payments and comply with all covenants as required by any mortgage, deed of this security agreement, or other lien document evidencing a lien that is prior to this Security Instrument. Borrower shall not modify, extend or increase the amount secured by such prior lien document without Lender's written consent.

Upon demand Borrower shall furnish to Lender satisfactory evidence of payment of such taxes, assessments, charges, fines, impositions, and prior liens.

Borrower shall promptly discharge any lien not approved by Lender that 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, but only so long as Borrower is performing such agreement: (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings that in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 that can attain priority over this Security Instrument,

ILLINOIS HELOC Mortgage

2002755244 Page: 4 of 13

UNOFFICIAL COPY

Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 2.

3. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against fire, hazards included within the term "extended coverage," flood, and any other hazards including without limitation earthquakes, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires may change during the term of the HELOC. Borrower may obtain such insurance from the insurance carrier of Borrower's choice, subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. 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 disbursed by Lender under this Section 3 shall be Secured Indebtedness and shall be payable according to the terms of the HELOC.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of 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/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Onless Lender and Borrower otherwise agree in writing, any insurance proceeds shall be applied to restoration or repair of the Property. In the restoration or repair is economically feasible and Lender's security is not 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. 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. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Secured Indebtedness with the excess paid to Borrower.

4. Preservation, Maintenance, and Protection of the Property; Occupancy and Use of the Property; and Inspection. Borrower shall not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value. Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. 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. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower shall not be relieved of Borrower's obligation for the completion of such repair or restoration.

Borrower shall not materially change the present occupancy and use of the Property without Lender's written consent. Borrower shall not use the Property in an illegal manner or for any illegal use such as would subject the Property to seizure.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

5. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument, or (c) Borrower has abardoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and ights under this Security Instrument. Lender's actions may include, but are not limited to: (a) paying any sums secured by a lien that has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument. Securing the Property includes, but is not limited to, entering the Property to make repairs, the are locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off.

Any amounts disbursed by Lender under this Section 5 shall be Secured Indebtedness and shall be payable according to the terms of the HELOC.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing. If the Property is located in a condominium project or a planned unit development, Borrower shall perform all of Borrower's obligations under the covenants, by-laws, or regulations of the condominium project or planned unit development.

2002755244 Page: 5 of 13

UNOFFICIAL COPY

- 6. Condemnation. Borrower shall give Lender prompt notice of any condemnation or eminent domain proceeding or action pending or threatened against the Property and authorizes Lender to intervene in Borrower's name in any such proceeding or action. Borrower assigns to Lender any money awarded to Borrower pursuant to such proceeding or action, and such money shall be applied to the Secured Indebtedness with the excess paid to Borrower.
- 7. Loan Charges. If the HELOC is subject to a law that 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 HELOC exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit and (b) any sums already collected from Borrower that exceeded permitted limits shall be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the HELOC or by making a direct payment to Borrower. If a refund reduces principal, the reduction shall be treated as a partial prepayment without any prepayment charge.
- 8. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers. The notice address shall be the Property Address unless Borrower has designated a substitute notice address. Borrower shall promptly notify Lender of Borrower's change of address. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender.
- 9. Governing Law; See a shility; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. In the event that any provision or clause of this Security Instrument or the HELOC conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the HELOC that can be given effect without the conflicting provision.
- 10. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the HELOC (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant, and convey the co-signer'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 any other Borrower n av agree to extend, modify, forbear, or make any accommodations with regard to the terms of this Security Instrument or the HELOC wit ion it he co-signer's consent.

Subject to the provisions of Section 11, any successor as the interests of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shail obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender.

11. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 11, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract, or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred without Lender's prior written consent, Lender may require immediate payment in full of the Secured Indebtedness.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given within which Borrower must pay the Secured Indebtedness in full. If Borrower fails to pay the Secured Indebtedness in full prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

12. Hazardous Substances. As used in this Section 12: (a) "Hazardous Substances" are those case are defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, knocene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbesto, or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, or allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) that creates an Environmental Condition, or (c) that, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two

2002755244 Page: 6 of 13

UNOFFICIAL COPY

sentences shall 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 promptly shall give Lender written notice of (a) 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; (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (c) any condition caused by the presence, use, or release of a Hazardous Substance that adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority or any private party 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. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

- 13. Escrow for Taxes and Insurance. Unless otherwise provided in a separate agreement, Borrower shall not be required to pay in escrow to Lender funds for taxes, insurance, and other assessments.
- 14. Default. Borrower shall be in default under the HELOC and this Security Instrument if without limitation any of the following occur: (a) Borrower engaged or engages in fraud or material misrepresentation in connection with any aspect of the HELOC or this Security Instrument; (b) Borrower does not meet repayment terms under the HELOC; (c) Borrower's action or inaction adversely affects the collateral for the HELOC or Lender's rights in the collateral including without limitation: (i) Borrower's failure to maintain the insurance required partle. Section 3 of this Security Instrument; (ii) Borrower's transfer of the Property as provided in Section 11 of this Security Instrument; (iii), Borrower's failure to maintain the Property or use of the Property in a destructive manner; (iv) Borrower's commission of waste of the Property; (v) Borrower's failure to pay taxes due on the Property or Borrower's failure to act such that a lien superior to Lender's lien is fact against the Property; (vi) the death of all Borrowers; (vii) the Property is taken by condemnation or eminent domain; (viii) a judgment is filed against Borrower that subjects the Property to action that adversely affects Lender's interest in the Property; (ix) the creation of a lien on the Property without Lender's permission; or (x) a superior lien holder forecloses on the Property such that Lender's interest in the Property is adversely affected.

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

15. Acceleration; Remedies. Except as only be prohibited by Applicable Law, and subject to any advance notice and cure period if required by Applicable Law, if any event or condition described in Section 14 or in the HELOC occurs, Lender may foreclose upon this Mortgage. This means that Lender may arrange for the Premises to be sold, as provided by Applicable Law, in order to pay off what Borrower owes on the HELOC and under this Mortgage. If the money Lender receives from the sale is not enough to pay off what Borrower owes Lender, Borrower will still owe Lender the difference which Lender may seek to collect from Borrower in accordance with Applicable Law. In addition, Lender 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. Borrower agrees that the interest rate set forth in the HI LOC will continue before and after a default, entry of a judgment and foreclosure. In addition, Lender shall be entitled to collect all reasonable fees and costs actually incurred by Lender in proceeding to foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

If Borrower is in default, Lender may elect not to accelerate the Secretal Indebtedness but instead may refuse to make additional advances or reduce the Credit Limit. Even if Lender elects not to exercise any temedy under this Security Instrument, Lender does not forfeit or waive Lender's right to do so at a later time or to do so if Borrower is an default again.

- 16. Release. Upon payment of all sums secured by this Mortgage and provided Lende's obligation to make further advances under the Note has terminated, Lender shall discharge this Mortgage without charge to Borrowei and shall pay any fees for recording of a satisfaction of this Mortgage.
- 17. Waiver. To the extent permitted by Applicable Law, Borrower waives and releases any error or defects in proceedings to enforce this Mortgage and hereby waives the benefit of any present or future laws providing for stay of exception, extension of time, exemption from attachment, levy and sale and homestead exemption.
- 18. 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 price Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender nurchases 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 in unance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower shall be responsible for the costs of that insurance, including without limitation 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 the Secured Indebtedness. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on Borrower's
- 19. Advances. Lender is obligated under the HELOC to make advances at any time during the Draw Period, as that term is defined in the HELOC.

ILLINOIS HELOC Mortgage

2002755244 Page: 7 of 13

UNOFFICIAL COPY

- 20. No Claim of Credit for Taxes. Borrower shall not make deduction from or claim credit on the principal or interest secured by this Security Instrument by reason of any governmental taxes, assessments, or charges. Borrower shall not claim any deduction from the taxable value of the Property by reason of this Security Instrument.
- 21. Fixture Filing. This Mortgage constitutes a security agreement with respect to all fixtures and other personal property in which Lender is granted a security interest hereunder, and Lender 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it. Borrower also acknowledges receipt of a copy of this Security Instrument.

·	·
Signed, sealed and delivered in the presence of:	
Witnesses:	
	2
	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
-Witness	It is expressly understood and agreed that all the warranties.
· O _A	indemnities, representations, covenants, undertakings and
(Seal)	agreements herein made on the part of the Trustee are:
CHICAGO TITLE LAND TRUST COMPANY AS	undertaken by it solely in its capacity as Trustee and noteal
SUCCESSOR TRUSTEE TO LASALLE NATIONAL	personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable.
BANK N.A., F/K/A LASALLE NATIONAL TRUST,	against the Trustee on account of any warranty, indemnity,
AS TRUSTEE DATED DECEMBER 11, 998 A/K/A	representation covenant undertaking of agreement of the ``
TRUST NO. 122178 and not personally	Trustee in this instrument.
1 11 11	to the second se
By: naucy a Carlin Seal) -Bo Town	(Seal)
By: 7 Bo To V/	-Borrowe
Trust Officer	
` (
State of ILLINOIS	
County of COOK	9/,
	Yh.,
This instrument was acknowledged before me on December 12, 20	19 (date) by CHICAGO TITLE LAND TRUST COMPANY
AS SUCCESSOR TRUSTEE TO LASALLE NATIONAL BAN	
TRUSTEE DATED DECEMBER 11, 1998 A/K/A TRUST NO	122178 (name/ of person/s).
***************************************	5201
"OFFICIAL SEAL"	- Mu VVICa
• • • • • • • • • • • • • • • • • • • •	rre of Notary Public)
(Seal) Notary Public, State of Illinois	ne of Notary Fublic)
My Commission Expires 07/01/2021	
* * * * * * * * * * * * * * * * * * *	$\mathcal{O}_{\mathcal{K}_{\mathbf{a}}}$
Loan originator (Organization): SELFRELIANCE FEDERAL CI	REDIT UNION: NMLS #: 537122
Loan originator (Individual): SVITLANA KUTKOVSKA; NMLS	

2002755244 Page: 8 of 13

UNOFFICIAL COPY

Exhibit "A" Legal Description

Lot 36 in Thomas Beilfuss and. Walther's Addition, to Chicago, being a Resubdivision of Part of Block 11 in Suffern's Subdivision of the South West Quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clark's Office

Legal Description 19-129832/26

2002755244 Page: 9 of 13

UNOFFICIAL COPY

IN WITNESS WHEREOF, Chicago Title Land Trust Company not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer, and its corporate seal to be hereunto affixed and attested by its Secretary, this 12 TH day of December , A.D. 2019.	
ATTEST: Attackation not required pursuant to corporate by-laws. Secretary Chicago Title Land Trust Company as trustee and not personally under trustee and not personally under trustee and not personally under trust Officer Trust Officer	
STATE OF ILLINOIS SS.	
COUNTY OF COOK	
I,, a Notary Public, in and for said county, in the state aforesaid, DO HEREBY CERTIFY THAT	
Nancy A. Carlin of	
Chicago Title Land Trust Company . of said	
corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and	•
, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid for the uses and purposes therein set forth; and the said	
then and there acknowledged that, as custodian of the corporate seal of said corporation, did affix said seal to said instrument as own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.	
GIVEN under my hand and Notarial Seal, this 12th day of December A.D. 2019.	
Aune Mani	
Notary Public	
My commission expires	
"OFFICIAL SEAL" GRACE MARIN	

Notary Public, State of Illinois My Commission Expires 07/01/2021

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. Trustee in this instrument.

William Brown

2002755244 Page: 10 of 13

UNOFFICIAL COPY

LAND TRUST RIDER TO THE MORTGAGE

This Rider is dated **December 12, 2019**, and is a part of and amends and supplements the Mortgage ("Security Instrument") of the same date executed by the undersigned ("Trustee") to secure a Note of the same date to **SELFRELIANCE FEDERAL CREDIT UNION** ("Note Holder"). The Security Instrument covers the property described in the Security Instrument and located at:

927 N OAKLEY BLVD CHICAGO, IL 60622

(Property Address)

The Trustee agrees that the Security Instrument is amended and supplemented to read as follows:

- A. The Property covered by the Security Instrument (referred to as "Property" in the Security Instrument) includes, but is not included to, the right of any beneficiary of the trust agreement executed by the Trustee and covering the Property to meaning, control or possess the Property or to receive the net proceeds from the rental, sale, hypothecation or other disposition thereof, whether such right is classified as real or personal property.
- B. The entire principal sur, remaining unpaid together with accrued interest thereon shall, at the Note Holder's election and without notice, be immediately due and payable if all or any part of the Property or any right in the Property is sold or transferred without the Lender's prior written permission. "Sale or transfer" means the conveyance of the Property or any right, title or interest therein, whether legal or equitable, whether voluntary or involuntary, by outright sale, deed, instellment sale contract, land contract, contract for deed, leasehold interest with a term greater than three years, lease-option contract, assignment of beneficial interest in a land trust or any other method of conveyance of real or per onal property interests.
- C. The Trustee warrants that it possesses full poy, or and authority to execute this Security Instrument.
- D. The Borrower described in the Security Instrument is the Trustee under the Trust Agreement dated 12/11/98 and known as Trust No. 122176. The Security Instrument is executed by the Trustee, not personally but as such Trustee in the exercise of the authority conferred upon it as Trustee under the trust described in the foregoing sentence. The Trustee is not personally liable on the Note secured by this Security Instrument.

By signing this Rider, the Trustee agrees to all of the above.

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 hiability 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.

Chicago Title Land Trust Company	
as Trus	
under Trust Agreement dated 12/1/98 and known as T	rust
No. <u>122178</u>	
By: nanupalain	
(\$ignature)	
Trust Officer	
(Title)	

ILLINOIS LAND TRUST RIDER TO THE MORTGAGE

Page 1 of 1

IDS, Inc. - 34521

20



2002755244 Page: 11 of 13

UNOFFICIAL COPY

1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RiDFR is made this 12th day of December, 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 C Borrower") to secure Borrower's Home Equity Line of Credit Agreement and Disclosure Statement entered into with SEL FRELIANCE FEDERAL CREDIT UNION ("Lender") of the same date and covering the Property described in the Security Instrument and located at:

527 N OAKLEY BLVD CHICAGO, ILLINOIS 60622

("Property Address").

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

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or he eafter 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 volatsoever 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, where heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm win lows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and action of the Property covered by the Security Instrument. All of the foregoing together with the Property described in he Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1.4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH 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.

1-4 Family Rider 11/26/1996

IDS, Inc.



2002755244 Page: 12 of 13

UNOFFICIAL COPY

C. 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 permission.

E. 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 E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardles, of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Pents, 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 Section 15 of the Security Informment 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 taling 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 pursuant to Section 5.

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.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

1-4 Family Rider 11/26/1996

Page 2 of 3

2002755244 Page: 13 of 13

UNOFFICIAL COPY

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

(Seal)

(Seal)

CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO LASALLE NATIONAL BANK N.A., F/K/A LASALLE NATIONAL TRUST, AS TRUSTEE DATED DECEMBER 11, 1998

A/K/A TRUST NO. 122178

AND NOT PERSONALLY
-Individual

-Individual

May Warley (Scal)

-Borrower

(Seal)

-Borrower

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's professive 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 hability or personal responsibility is assumed by or small at any time be asserted or enforceable against the Trustee or account of any warranty, indemnity, representation, covenant undertaking or agreement of the Trustee in this instrument.

1-4 Family Rider

11/26/1996