

Illinois Anti-Predatory Lending Database Program

Doc#: 2026907492 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 09/25/2020 03:41 PM Pg: 1 of 9

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN:** 14-28-111-036-0000

Address:

Street: 610 W Oakdale Ave

Street line 2:

City: Chicago

State: IL

ZIP Code: 60657

Lender: Alliant Credit Union

Borrower: Gautam Malhorta & Josephine Soohee Kim

Loan / Mortgage Amount: \$479,490.00

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 loan is a simultaneous HELOC.

1822683 30F3
AFTER RECORDING, MAIL TO:

SATURN TITLE, LLC
1030 W. HIGGINS RD.
SUITE 365
PARK RIDGE, IL 60068

Certificate number: F9D25874-7B59-41C4-B779-C78BF18C8A49

Execution date: 8/7/2020

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WHEN RECORDED MAIL TO:
T. Middlebrooks/Symmetry Lending
6600 Peachtree Dunwoody Rd.
Building 300, Suite 123
Atlanta, Georgia 30328
Attn.: SHIPPING DEPT./DOC. CONTROL

SPACE ABOVE FOR RECORDERS USE

This instrument was prepared by:
Bret Knettel/Symmetry Lending
6600 Peachtree Dunwoody Rd, Bld 300
Atlanta, Georgia 30328

ESCROW/CLOSING #:

MORTGAGE

(Line of Credit)

THIS MORTGAGE, dated August 7, 2020, is between GAUTAM MALHORTA AND JOSEPHINE SOOHEE KIM, HUSBAND AND WIFE residing at 610 West Oakdale Avenue, Chicago, Illinois 60657, the person or persons signing as "Mortgagor(s)" below and hereinafter referred to as "we" or "us" and Alliant Credit Union, with an address at 11545 W Touhy Avenue, Chicago, Illinois 60666 and hereinafter referred to as "you" or the "Mortgagee."

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

610 W Oakdale Ave [Street]
Chicago [Municipality], COOK [County], Illinois [State], 60657 [Zip] (the "Premises").

and further described as:
SEE ATTACHED EXHIBIT "A"



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Parcel ID #: 14281110360000,14281110380000

The Premises includes all buildings, fixtures and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto.

LOAN: The Mortgage will secure your loan in the principal amount of \$ 479,490.00 or so much thereof as may be advanced and readvanced from time to time to **GAUTAM MALHORTA AND JOSEPHINE SOOHEE KIM, HUSBAND AND WIFE**, the Borrower(s) under the Home Equity Line of Credit Agreement and Truth in Lending Disclosure and the Home Equity Addendum (collectively the "Note") dated **August 7, 2020**, (which is a consumer revolving loan agreement) plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Note. We agree that all loans made pursuant to the terms and conditions of the Note shall be considered loans made to us or for our benefit, even if we did not sign the Note and even if we did not request the loan. This Mortgage will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Note, all of our promises and agreements in this Mortgage, any extensions, renewals, amendments, supplements and other modifications of the Note, and any amounts advanced by you under the terms of the section of this Mortgage entitled "Our Authority To You." Loans under the Note may be made, repaid and remade from time to time in accordance with the terms of the Note and subject to the Credit Limit set forth in the Note, for a period not to exceed 10 years from the date of the Note. The Note provides for a variable rate of interest/Annual Percentage Rate, which consists of the highest prime rate published in the *Wall Street Journal* plus a margin, as further described in the Note. The Draw Period is 10 years. At the Mortgagee's option, the draw period may be extended, but the term of 30 years from the date of the Note will not be exceeded.

OWNERSHIP: We are the sole owner(s) of the Premises. We have the legal right to mortgage the Premises to you.

BORROWER'S IMPORTANT OBLIGATIONS:

(1) **TAXES:** We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Note because we pay these taxes and charges. We will provide you with proof of payment upon request.

(2) **MAINTENANCE:** We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not use the Premises illegally. If this mortgage is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

(3) **REHABILITATION LOAN AGREEMENT:** We shall fulfill all of our obligations under any home rehabilitation, improvement, repair, or other loan agreement which we may enter into with you. At the Mortgagee's option, you may require us to execute and deliver to you, in a form acceptable to you, an assignment of any rights, claims or defenses which we may have against parties who supply labor, materials or services in connection with improvements made to the Premises.

(4) **INSURANCE:** We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of the insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Mortgage, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the

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policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Note.

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

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

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

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

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

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

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

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sums declared due. If we fail to pay those sums prior to the expiration of such period, you may, without further notice or demand on us, invoke any remedies permitted by paragraph (14) hereof.

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

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

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

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

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

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

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

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assign it. Upon payment in full of all amounts owing to you under the Note and this Mortgage, and provided any obligation to make further advances under the Note has terminated, this Mortgage and your rights in the Premises shall end.

(19) NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Mortgage shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at **11545 W Touhy Avenue, Chicago, Illinois 60666** or to such other address as you may designate by notice to us. Any notice provided for in this Mortgage shall be deemed to have been given to us or you when given in the manner designated herein.

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

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

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EXHIBIT A

Legal:

LOT 6 AND THE EAST 1/2 OF LOT 7 IN R. S. ELDER AND OTHER'S SUBDIVISION OF THE EAST 280 FEET OF THE SOUTH 125 FEET LYING NORTH OF THE NORTH LINE OF OAKDALE AVENUE OF BLOCK 1 IN THE SUBDIVISION OF THE 20 ACRES LYING NORTH OF AND ADJOINING THE SOUTH 30 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 610 W. Oakdale Ave., Chicago, IL 60657

PIN #: 14-28-111-036-0000

PIN #: 14-28-111-038-0000

PIN #:

Township: Lake View

This page is only a part of a 2016 ALTA® Commitment for Title Insurance (issued by Stewart Title Guaranty Company). This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; (and) Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form).

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

Gautam Malhotra (Seal)
Gautam Malhotra -Borrower

Josephine Soohee Kim (Seal)
Josephine Soohee Kim -Borrower

(Sign Original Only)

STATE OF ILLINOIS,

Cook County ss:

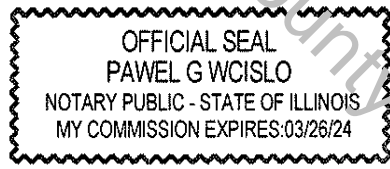
I, PAWEL WCISLO, a Notary Public in and for said county and state do hereby certify **Gautam Malhotra and Josephine Soohee Kim**, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and therein set forth.

Given under my hand and official seal, this 7 day of Aug, 2020.

My Commission Expires: 3/26/24
This Instrument was prepared

[Signature]
Notary Public

Alliant Credit Union NMLS: 197185
Summit Funding, Inc NMLS: 3199
Chad Lubben NMLS: 447796



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