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Illinois Anti-Predatory Lending Database Program

Certificate of Compliance



Report Mortgage Fraud
844-768-1713

2024 15 11

Doc#: 2107434491 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 03/15/2021 04:20 PM Pg: 1 of 15

The property identified as: **PIN: 14-33-202-013-0000**

Address:

Street: 2236 N. LINCOLN PARK WEST

Street line 2: UNIT G3

City: CHICAGO

State: IL

ZIP Code: 60614

Lender: LoanDepot.com, LLC

Borrower: As tenants under a Proprietary Lease by and between an undivided 1/2 interest as a tenant in common unto GILBERTO ARIAS JR., as trustee under the Gilberto Arias Jr. Declaration of Trust created by Gilberto Arias Jr. and dated October 6, 2016, and an undivided 1/2 interest as a tenant in common to CATHERINE L. ARIAS, as trustee of the Catherine L. Arias Declaration of Trust created by Catherine L. Arias and dated October 5, 2016, as lessees, and Shakespeare Building Corporation, as lessors, dated December 19, 2018,

Loan / Mortgage Amount: \$443,400.00

Pursuant to 765 ILCS 77/70 et seq., this Certificate authorizes the County Recorder of Deeds to record a residential mortgage secured by this property and, if applicable, a simultaneously dated HELOC.

Certificate number: 62191E4C-87B1-45A4-8BE1-744863CA8F80

Execution date: 2/22/2021

Mail to:

UNOFFICIAL COPY**SNP TITLE CO.****500 E. OGDEN AVE, SUITE 107
NAPERVILLE, IL 60563****LOAN SECURITY AGREEMENT**Prepared By
Ryan Miner
4800 N Scottsdale rd Ste 300
Scottsdale, AZ 85251ARIAS
Loan #: 400566111
MIN: 100853704005661114
PIN: 14-33-202-013-0000

THIS AGREEMENT IS A LOAN SECURITY AGREEMENT dated the 22ND day of FEBRUARY, 2021 in favor of LOANDEPOT.COM, LLC incorporated under the laws of the State of DE and having an office at, 26642 TOWNE CENTRE DRIVE, FOOTHILL RANCH, CA 92610, (the "Lender"), by AS TENANTS UNDER A PROPRIETARY LEASE BY AND BETWEEN AN UNDIVIDED $\frac{1}{2}$ INTEREST AS A TENANT IN COMMON UNTO GILBERTO ARIAS JR., AS TRUSTEE UNDER THE GILBERTO ARIAS JR. DECLARATION OF TRUST CREATED BY GILBERTO ARIAS JR. AND DATED OCTOBER 6, 2016, AND AN UNDIVIDED $\frac{1}{2}$ INTEREST AS A TENANT IN COMMON TO CATHERINE L. ARIAS, AS TRUSTEE OF THE CATHERINE L. ARIAS DECLARATION OF TRUST CREATED BY CATHERINE L. ARIAS AND DATED OCTOBER 5, 2016, AS LESSEES, AND SHAKESPEARE BUILDING CORPORATION, AS LESSORS, DATED DECEMBER 19, 2018, AND RECORDED DECEMBER 27, 2018, AS DOC. NO. 183611607B (the "Borrower"), residing at 2236 N LINCOLN PARK W # G3, CHICAGO, IL 60614.

In this Loan Security Agreement, the words "I," "me", "mine", and "Borrower" mean each and every person who signs this Loan Security Agreement. The words "you" and "your" mean the Lender named above, or any other person or organization to whom Lender assigns this Loan Security Agreement.

1. OWNERSHIP

I own 62 stock(s), share(s), membership certificate(s), and/or other similar instruments (the "Shares") of SHAKESPEARE BUILDING (the "Corporation") and am the tenant under a proprietary lease, occupancy agreement, and/or other similar agreement ("Lease") for Apartment G7 (the "Apartment") in the building located at 2236 N LINCOLN PARK W # G3, CHICAGO, IL 60614, (the "Building"). I represent to you that the above-described Shares are all the Shares in the Corporation that are allocated to the Apartment. I represent that I have not been known by any other name during the last ten years except as I have already disclosed to you in the credit application or a separate writing.

2. TRANSFER OF INTEREST AS SECURITY

By signing this Loan Security Agreement, I give, assign, and pledge to you a security interest (the "Security Interest") in the property described in paragraph 4 below. There is no other existing security interest in that property. Similarly, neither the Lease, certificate of incorporation, nor the bylaws of the Corporation prohibit me from giving the Security Interest to you.

3. DEBT WHICH IS SECURED BY THIS LOAN SECURITY AGREEMENT

This Loan Security Agreement will secure the repayment of all amounts I owe you under the note (the "Note"), dated the date of this Loan Security Agreement, in the principal amount of \$443,400.00, plus interest as provided in the Note and any and all other amounts I owe you under this Loan Security Agreement. The terms and provisions of the Note form a part of this Loan Security Agreement as if they were repeated here, and must be considered included in the terms and provisions of this Loan Security Agreement.

4. SECURITY

All of the property in which a security interest is given by this Loan Security Agreement is called the "Security," and includes:

A. All my right, title, and interest in and to the Shares and the Lease. This includes any replacement, substitute, or additional Shares allocated to the Apartment. It also includes any amendments and extensions to, replacements of, or substitutes for, the Lease; and

B. All proceeds, including: (i) any proceeds from any sale, assignment, or other transfer of the Shares, the Lease, or the Apartment; (ii) any proceeds attributable to the Shares, the Lease, or the Apartment received because of the dissolution, liquidation, or other termination of the existence of the Corporation; (iii) any proceeds received because of a capital or other distribution made by the Corporation with respect to the Shares, the Lease, or the Apartment; (iv) any proceeds of



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awards or claims for damages resulting from condemnation or other governmental taking of the Building, of the Lease, or of the Apartment; or (v) any proceeds paid to me under any insurance policy covering the Apartment, the Corporation, or the Building. All of these proceeds will be paid to you. If the proceeds are paid to me, I will hold them in trust for you and, promptly after receipt, deliver them to you. The proceeds will be used to reduce the amount I owe you under the Note and this Loan Security Agreement. If the proceeds are not sufficient to pay off what I owe you in full, then I must still pay you the difference. If any of the proceeds remain after the amount I owe you has been paid in full, the remaining proceeds will be paid to me.

5. PROMISE TO PAY

I promise to pay to you or anyone you name, all amounts I owe under the Note and under this Loan Security Agreement.

6. DELIVERY OF INTEREST IN SHARES AND LEASE, END OF SECURITY INTEREST

I represent that I have delivered to you on or prior to the date of this Loan Security Agreement all of the certificate(s) for the Shares and the duplicate original of the Lease, together with an executed stock power and assignment of Lease. I shall, without notice or demand, immediately deliver to you any replacement, substitute, or additional certificate(s) for the Shares that may be allocated to the Apartment, and any amendments or extensions to, replacement of, or substitute for, the Lease.

After the term of the Note and this Loan Security Agreement have ended and I have repaid all amounts owing under those agreements, the Security Interest will terminate and you will return to me any certificate(s) for the Shares and the duplicate original Lease (including any such replacement, substitute, or additional certificate[s] for the Shares, and any amendments or extensions to, replacement of, or substitute for, the Lease) then in your possession. You will thereafter have no further obligation or responsibility to me.

7. REPAIRS AND ALTERATIONS; INSURANCE

I will keep the Apartment in good repair and I will not make major alterations to it without obtaining your prior written consent. If any of the fixtures are destroyed or removed, I will replace them immediately with others of the same or better quality and condition. I will use my best efforts to cause the Corporation to maintain a hazard insurance policy on the Building which meets at least your minimum standards.

8. RIGHT TO INSPECT PROPERTY

You have the right to enter and inspect the Apartment at any reasonable time upon reasonable notice to me.

9. PAYMENT OF FEES AND ASSESSMENTS AND COMPLIANCE WITH OTHER DUTIES UNDER LEASE

I will pay all maintenance fees, any special assessments, and/or any other charges imposed by the Corporation or any governmental authority with respect to the Security when they are due. Even if the Corporation or any governmental authority gives me the choice to pay any maintenance fee, special assessment, or other charge in installments rather than all at the same time, you can require me to pay the whole amount of the maintenance fee, special assessment, or charge at the time the first installment is due. I will show you any receipts for payment of any maintenance fees, special assessments, or other charges within ten (10) days after you ask to see them. I also agree to perform all my other obligations under the Lease and to take any actions necessary to prevent any default under the Lease. If I do not pay any of these fees, assessments, or charges when they are due, do not perform my obligations, or take any actions necessary to prevent defaults under the Lease, you may, but are not required to do so, for me. If you do so, I will repay you the amount of those payments or the cost of those acts (including, but not limited to, reasonable attorneys' fees and costs) when you ask for repayment.

10. COMPLIANCE WITH LAWS AND REGULATIONS

I agree I will not use the Apartment for any unlawful purpose. If I receive a notice from any governmental authority that the Apartment, or my use or maintenance of it, violates any regulation, order, or law, then I agree that I must correct the violation and comply with the regulation, order, or laws as required, but in no event later than ninety (90) days after the date of such notice.



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11. TRANSFER OF THE PROPERTY OR BENEFICIAL INTEREST IN BORROWER

If all or any part of the Security or any interest in it is sold or transferred (or if I am not a natural person and a beneficial interest in me is sold or transferred) without your prior written consent, you may, at your option, require immediate payment in full of all sums secured by this Loan Security Agreement. However, this option shall not be exercised by you if such exercise is prohibited by federal law as of the date of this Loan Security Agreement.

If you exercise the option, to require immediate payment in full, you shall give me notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which I must pay all sums secured by this Loan Security Agreement. If I fail to pay these sums prior to the expiration of this period, you may invoke any remedies permitted by this Loan Security Agreement without further notice or demand on me.

12. CHANGES IN THE LAW

If any new law is passed which requires you to pay a tax or special charge because you are the owner and holder of the Note and this Loan Security Agreement, then you may request that I pay you all of the debt that I owe you. I will pay any and all of the amount that I owe you under the Note and this Loan Security Agreement within thirty (30) days after you notify me about the passage of such a law.

13. DEFAULT

In addition to any other provisions within this Loan Security Agreement, you may consider me to be in default under paragraph 15 of this Loan Security Agreement, can accelerate payment under paragraph 14, and may exercise any other of your rights related to these under this Loan Security Agreement, if any of the following occur:

- * I do not comply with any and all terms, conditions, or provisions of the Note, Loan Security Agreement, or Lease;
- * I do not pay the full amount of each payment on the date it is due or I am considered to be in default under the terms of the Note;
- * Any payments required by the Lease or of the Corporation (including regular or special assessments) are not made on time;
- * The Lease is canceled, surrendered, or terminated or it is assigned or sold (to anyone other than you) without your prior, written consent;
- * I sublet the Apartment or assign or sell the Shares (to anyone other than you) without your prior, written consent;
- * I fail to pay (or bond) any amounts owed of me arising from any judgment, tax deficiency, filing, or recording fees;
- * Any governmental authority or any court at the instance of any governmental authority shall take possession of, or assume control over, any substantial part of the Shares;
- * I fail to provide you with any and all of the documents required under paragraph 6;
- * I have made any conflicting security interest;
- * I die, become insolvent, am placed into bankruptcy (whether voluntarily or involuntarily), or any legal proceeding is instituted against me; or
- * Any statement or representation made by me under this Loan Security Agreement is not true or correct.

14. OBLIGATIONS WHEN PAYMENT IS ACCELERATED

If you accelerate payment, I must immediately pay you the entire amount I owe you under the Note and this Loan Security Agreement, plus any accrued interest on this amount, and any other charges I owe you under the Note and this Loan Security Agreement.

15. YOUR RIGHT ON DEFAULT

A. If you accelerate payment and I do not pay you the entire amount of the debt I owe you, you will have the right to sell the Security at public or private sale, with or without advertisement of the time, place, or terms of sale, except that if it is a private sale, it will occur no less than five (5) days after written notice to me. You will determine the terms of any such sale in your sole discretion. A sale conducted according to the usual practice of financial institutions selling



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similar security will be considered reasonably conducted. You may sell the Security for immediate cash payment or on credit. If the sale is on credit, you shall retain the Security until the sale price is paid in full. You will not be liable if the buyer fails to pay and you may then re-sell the Security. You have the right to use the money you receive from any sale to pay collection and sale expenses (including, but not limited to, brokers' commissions and transfer taxes and fees), your reasonable attorneys' fees (as provided in paragraph 16), payments due under the Lease, what I owe on any superior liens, and my debt to you. If the money you receive from the sale is not enough to pay official expenses, amounts I owe the Corporation, the debt I owe on superior liens, and my debt to you, I must still pay you the difference and you can get a personal judgment against me for this amount. If the sale brings in more money than is needed to pay your expenses, amounts I owe the Corporation, my debt on superior liens, and my debt to you, the money left over will be paid to me.

B. You may elect to continue to hold the Shares and the Lease if you determine that a better price can be obtained at a later date and, absent gross negligence, you will not be liable to me for any loss in value in the Security. If you have the right to sell the Security and have not begun to do so within ninety (90) days, I may demand that you proceed to sell the Security or I may make the sale myself, at my own expense. However, you will not be required to sell the Security Agreement. Similarly, you may not prevent me from making the sale if the net proceeds would be enough to repay my debt in full.

C. If you elect to retain the Security, you will give me timely notice of your election. If I object to your election within thirty (30) days after your notice, you shall offer the Security for sale and must sell if the net proceeds would be large enough to pay all that I owe you under the Note and this Loan Security Agreement.

D. You shall have the right, in connection with a sale, to complete a stock power and assignment of lease in order to transfer the Shares and the Lease. I hereby give you the right, in connection with such sale, to request that the Corporation terminate the Lease and take all lawful steps necessary to obtain possession of the Apartment for and on your behalf. I will promptly vacate my Apartment upon the sale of the Security or upon your earlier request. You may start legal proceedings to get possession of the Apartment if I refuse to so vacate. The cost of these proceedings shall be born by me, may be added to the amount I owe you under the Note, and will be secured by this Loan Security Agreement.

E. You, or anyone designated by you, may purchase the Security as stated above, free of my right to redeem the Security, which right of redemption I now waive.

F. You may seek the appointment of a receiver, without notice to me and without regard to the adequacy of the Security.

16. ENFORCEMENT

You can ask an attorney either to sell the Security as provided in paragraph 15, to collect the money I owe you under the Note and this Loan Security Agreement, or to enforce any of the promises I have not kept. If you hire an attorney to do any of these for you, you can add all reasonable legal fees, costs, allowances, and disbursements to the amount I owe you under this Loan Security Agreement, together with interest on such amount at the rate provided in the Note. You agree that I am only responsible for legal fees, costs, allowances, and disbursements paid to attorneys who are not your salaried employees and that such fees and other charges will not exceed 15% of the amount of my debt to you under the Note and this Loan Security Agreement at that time.

17. RECEIVER OF RENTS

If you commence a lawsuit to foreclose the Security Interest, you can ask the court to appoint someone to look after the Security and to collect rents from any tenants, subtenants, or occupants in the Apartment. Such appointed person is called a "Receiver." This action can be taken without prior notice to me and without consideration of the value of the Security. If I occupy all or any part of the Apartment, then the Receiver can collect a reasonable charge from me for the use and occupancy of it.



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18. ASSIGNMENT OF RENTS

Notwithstanding paragraph 17, I give you the right to collect all rents due from any tenants, subtenants, or occupants of the Apartment. You agree that before you exercise your rights, I can collect the rents. You can collect the rents five (5) days after you have given me written notice that I have not kept the promises I have made in the Note or in this Loan Security Agreement. I will not assign the rents to any other person and I will not collect more than one (1) month's rent in advance without prior written consent.

19. FILING AND RECORDING FEES AND TAXES

You may file or record this Loan Security Agreement, financing statements, renewal or continuation financing statements, and any other documents which you decide may be advisable in order to protect your Security Interest. I agree to sign such financing statement, renewal or continuation financing statements, or other documents. I will sign these financing statements, renewal or continuation financing statements, and other documents on request or, at your option, you are authorized to sign them in my name as attorney-in-fact. I will also, at your request, sign any affidavits or other documents which may be necessary to maintain the priority of the lien of this Loan Security Agreement or to release or enforce the lien including, but not limited to, any amendments, corrections, deletions, or additions to the Note or this Loan Security Agreement.

I agree to pay all filing, recording, and other fees or taxes that may be incurred, including filing fees for financing statements, as well as mortgage recording taxes (if any) which may be due with respect to this Loan Security Agreement, including any advances and re-advances under this Loan Security Agreement and the Note (except for any mortgage recording taxes which ILLINOIS law requires you to pay). If I do not pay any such filing, recording, or other fees or taxes when they are due, you may do so for me and I will repay you when you ask for repayment.

20. DEFENSE OF YOUR RIGHTS

If you have to defend your rights under the Note or this Loan Security Agreement, then any money you have to pay (including reasonable attorneys' fees and charges as provided in paragraph 16 will be added to the amount I owe you under the Note. I will pay this money promptly, at your request, together with interest on such amount at the rate provided in the Note.

21. NOTICES

You may give any written notices about the Note or this Loan Security Agreement to me by personal delivery to the Apartment, or by certified or ordinary mail sent to the address of the Apartment. I may give written notice by personal delivery, or by certified or ordinary mail to you either at 26642 TOWNE CENTRE DRIVE, FOOTHILL RANCH, CA 92610 or at a different address if I am given written notice of that address.

22. STATEMENTS ABOUT THE SECURED DEBT AND ADDITIONAL DUTIES

If you ask me, I will confirm in a signed statement of the amount I owe you under the Note and this Loan Security Agreement and whether or not I have any rights or claims to reduce, or not to pay, this amount. I must give you this statement within five (5) days if you ask me for the statement in person or within ten (10) days if you ask me for the statement by mail.

23. NON-LIABILITY OF CORPORATION

The Corporation, its directors, officers, agents, or attorneys will not be liable to me if the Corporation transfers the Shares and Lease as required by this Loan Security Agreement, or brings any proceeding to dispossess or evict me from the Apartment because of a default under this Loan Security Agreement. The Corporation may refuse to effect a transfer of the Shares and Lease made without your prior written consent.

24. CHANGES IN THIS LOAN SECURITY AGREEMENT

This Loan Security Agreement may be changed only in writing by you and me.

25. OTHER RIGHTS

A. If I do not perform any obligation of mine in this Loan Security Agreement, or if I otherwise breach an obligation



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of mine, you may, but are not required to, perform the obligation or remedy the breach. If you do so, I will repay you the amount it costs you to perform the obligation or remedy the breach (including, but not limited to, any reasonable attorneys' fees costs) when you ask for repayment. I will pay you interest on this amount at the rate provided for in the Note from the day you pay the amount to the date on which I reimburse you. The repayment of any such amount, including interest, is secured by this Loan Security Agreement.

B. In addition to the other agreements and rights which are in this Loan Security Agreement, you will have all of the rights provided under law, even if those rights are different from the rights which are in this Loan Security Agreement.

26. ENFORCEMENT OF YOUR RIGHTS

If you do not exercise or enforce any of the rights you may have under this Loan Security Agreement, the Note, or under the law at any time, you will still have all of those rights and you may exercise and enforce them in the future. Each of your rights under the Note and this Loan Security Agreement are separate. You can exercise and enforce one or more of those rights as well as any of your rights under the law one at a time or all at the same time.

27. MY RIGHTS BEFORE DEFAULT

Until there is a default under this Loan Security Agreement or the Note and you have demanded payment in full, I will have all rights, responsibilities, and privileges of a stockholder, shareholder, and/or member and a lessee. Except as otherwise provided in this Loan Security Agreement, my obligations under the Lease will continue after any such default by me.

28. APPLICABLE LAW

This Loan Security Agreement shall be governed by the laws of the State of ILLINOIS. If any provision of this Loan Security Agreement is found invalid, the remainder of this Loan Security Agreement will still be binding and effective.



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29. PERSONS OBLIGATED UNDER THIS SECURITY AGREEMENT

Until I have satisfied all my obligations under the Note and this Loan Security Agreement, the agreements and promises contained in this Loan Security Agreement will be binding upon me, my heirs, and all people acting for me, as well as upon all future owners and tenants of the Apartment. This paragraph shall not be read as giving me the right to sublet the Apartment, assign the Lease, or transfer the Shares. You may assign this Loan Security Agreement and your rights to the Security without my consent and this Loan Security Agreement is for your benefit, as well as for the benefit of anyone to whom you transfer, sell, or assign the Note, this Loan Security Agreement, and your rights in the Security, subject to applicable law. If there is more than one person signing this Loan Security Agreement, each shall be separately and jointly responsible for keeping the promises and agreements made in this Loan Security Agreement.

~~BORROWER~~ GILBERTO ARIAS JR

~~BORROWER~~ CATHERINE L. ARIAS

~~GILBERTO ARIAS JR, AS TRUSTEE OF THE GILBERTO ARIAS JR. DECLARATION OF TRUST UNDER TRUST INSTRUMENT DATED OCTOBER 6, 2016~~

~~CATHERINE L. L. ARIAS, AS TRUSTEE OF THE CATHERINE L. ARIAS DECLARATION OF TRUST UNDER TRUST INSTRUMENT DATED OCTOBER 5, 2016~~

BY SIGNING BELOW, the undersigned, Settlor(s) of the GILBERTO ARIAS JR. DECLARATION OF TRUST under trust instrument dated OCTOBER 6, 2016 acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

~~TRUST SETTLOR~~ GILBERTO ARIAS JR

BY SIGNING BELOW, the undersigned, Settlor(s) of the CATHERINE L. ARIAS DECLARATION OF TRUST under trust instrument dated OCTOBER 5, 2016 acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

~~TRUST SETTLOR~~ CATHERINE L. ARIAS



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STATE OF Pompano Beach
COUNTY OF Dade

} SS.:

On this 22nd day of February 2021 before me came **GILBERTO ARIAS JR, CATHERINE L ARIAS , GILBERTO ARIAS JR. DECLARATION OF TRUST, CATHERINE L. ARIAS DECLARATION OF TRUST** who being known and duly sworn by me did depose and said that he/she/they executed the foregoing instrument as his/her/their own act and deed.

(Seal)



[Signature]
(Notary Public)

My commission expires: 1/5/2022

Individual Loan Originator: **BRIAN COSTELLO**, NMLSR ID: 224351
Loan Originator Organization: **LOANDEPOT.COM, LLC**, NMLSR ID: 174457

Cook County Clerk's Office



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COOPERATIVE UNIT INTER VIVOS REVOCABLE TRUST RIDER

ARIAS
Loan #: 400566111
MN: 100853704005661114

DEFINITIONS USED IN THIS RIDER.

(A) "Revocable Trust." Includes:

The **GILBERTO ARIAS JR. DECLARATION OF TRUST** created under trust instrument dated **OCTOBER 6, 2016**, for the benefit of **GILBERTO ARIAS JR.**

The **CATHERINE L. ARIAS DECLARATION OF TRUST** created under trust instrument dated **OCTOBER 5, 2016**, for the benefit of **CATHERINE L. ARIAS**.

(B) "Revocable Trust Trustee(s)." Includes:

GILBERTO ARIAS JR, trustee(s) of the **GILBERTO ARIAS JR. DECLARATION OF TRUST**.

CATHERINE L ARIAS, trustee(s) of the **CATHERINE L. ARIAS DECLARATION OF TRUST**.

(C) "Revocable Trust Settlor(s)." Includes:

GILBERTO ARIAS JR, settlor(s) of the **GILBERTO ARIAS JR. DECLARATION OF TRUST**.

CATHERINE L ARIAS, settlor(s) of the **CATHERINE L. ARIAS DECLARATION OF TRUST**.

(D) "Lender." **LOANDEPOT.COM, LLC**.

MULTISTATE INTER VIVOS REVOCABLE TRUST RIDER -Modified for Cooperative Loans

EX 21131.31

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(E) "Security Instrument." The Deed of Trust, Mortgage, Security Deed, or Loan Security Agreement, and any riders thereto of the same date as this Rider given to secure the Note to the Lender of the same date and covering the Property (as defined below).

(F) "Property." The Property described in the Security Instrument, including a cooperative unit located at:

2226 N LINCOLN PARK W # G3, CHICAGO, IL 60614.
[Property Address]

THIS REVOCABLE TRUST RIDER is made this **22ND** day of **FEBRUARY, 2021**, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), the Revocable Trust Settlor(s), and the Lender further covenant and agree as follows:

A. INTER VIVOS REVOCABLE TRUSTS

1. CERTIFICATION AND WARRANTIES OF REVOCABLE TRUST TRUSTEE(S).

The Revocable Trust Trustee(s) certify to the Lender that the Revocable Trusts are *inter vivos* revocable trusts for which the Revocable Trust Trustee(s) are holding full title to, and beneficial interests in, the Property as trustee(s) of their respective trusts.

The Revocable Trust Trustee(s) warrants to the Lender that (i) the Revocable Trusts are validly created under the laws of the State of ILLINOIS; (ii) the trust instruments creating the Revocable Trusts are in full force and effect and there are no amendments or other modifications to the trust instruments affecting the revocability of the Revocable Trusts; (iii) the Revocable Trust Trustee(s) have full power and authority as trustee(s) under the trust instruments creating the Revocable Trusts and under applicable law to execute the Security Instrument, including this Rider; (iv) the Revocable Trust Trustee(s) have executed the Security Instrument, including this Rider, on behalf of the Revocable Trusts; (v) the Revocable Trust Settlor(s) have executed the Security Instrument, including this Rider, acknowledging all of the terms and conditions contained therein and agreeing to be bound thereby; (vi) only the Revocable Trust Settlor(s) and the Revocable Trust Trustee(s) may hold any power of direction over the Revocable Trusts; (vii) only the Revocable Trust Settlor(s) hold the power to direct the Revocable Trust Trustee(s) in the management of the Property; (viii) only the Revocable Trust Settlor(s) hold the power of revocation over the Revocable Trusts; and (ix) the Revocable Trust Trustee(s) have not been notified of the existence or assertion of any lien, encumbrance or claim against any beneficial interest in, or transfer of all or any portion of any beneficial interest in or powers of direction over the Revocable Trust Trustee(s) or the Revocable Trusts, as the case may be, or power of revocation

MULTISTATE INTER VIVOS REVOCABLE TRUST RIDER -Modified for Cooperative Loans

ED 21131.31

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over the Revocable Trusts.

2. NOTICE OF CHANGES TO REVOCABLE TRUSTS AND TRANSFER OF POWERS OVER REVOCABLE TRUST TRUSTEE(S) OR REVOCABLE TRUSTS OR BOTH; NOTICE OF CHANGE OF REVOCABLE TRUST TRUSTEE(S); NOTICE OF CHANGE OF OCCUPANCY OF THE PROPERTY; NOTICE OF TRANSFER OF BENEFICIAL INTEREST IN REVOCABLE TRUSTS.

The Revocable Trust Trustee(s) shall provide timely notice to the Lender promptly upon notice or knowledge of any revocation or termination of the Revocable Trusts, or of any change in the holders of the powers of direction over the Revocable Trust Trustee(s) or the Revocable Trusts, as the case may be, or of any change in the holders of the power of revocation over the Revocable Trusts, or both, or of any change in the trustee(s) of the Revocable Trusts (whether such change is temporary or permanent), or of any change in the occupancy of the Property, or of any sale, transfer, assignment or other disposition (whether by operation of law or otherwise) of any beneficial interest in the Revocable Trusts.

B. ADDITIONAL BORROWER(S).

The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trusts, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s), jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein or by acknowledging all of the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of the "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.

C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN THE REVOCABLE TRUSTS.

Uniform Covenant 18 of the Security Instrument is amended in its entirety to read as follows:

Transfer of the Property or a Beneficial Interest in Revocable Trusts.

As used in this Section 18, "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, without the Lender's prior written consent, (i) all or any part of the Property or an Interest in the Property is sold or transferred or (ii) there is a sale, transfer, assignment or other disposition of any beneficial interest in the Revocable Trusts, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by the Lender if exercise is prohibited by Applicable Law.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is

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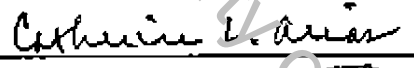
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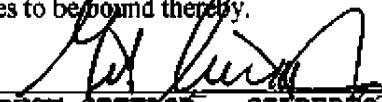
delivered or mailed within which the borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay all sums secured prior to the expiration of this period, the Lender may invoke any and all remedies permitted by the Security Instrument without further notice or demand on the Borrower.

BY SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Revocable Trust Rider.



~~GILBERTO ARIAS JR., AS TRUSTEE OF THE GILBERTO ARIAS JR. DECLARATION OF TRUST UNDER TRUST INSTRUMENT DATED OCTOBER 6, 2016~~


~~CATHERINE L. ARIAS, AS TRUSTEE OF THE CATHERINE L. ARIAS DECLARATION OF TRUST UNDER TRUST INSTRUMENT DATED OCTOBER 5, 2016~~

BY SIGNING BELOW, the undersigned, Settlor(s) of the GILBERTO ARIAS JR. DECLARATION OF TRUST under trust instrument dated OCTOBER 6, 2016, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.


~~TRUST SETTLOR - GILBERTO ARIAS JR~~

BY SIGNING BELOW, the undersigned, Settlor(s) of the CATHERINE L. ARIAS DECLARATION OF TRUST under trust instrument dated OCTOBER 5, 2016, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.


~~TRUST SETTLOR - CATHERINE L ARIAS~~

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BY SIGNING BELOW, the undersigned individual(s) acknowledge(s) all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.



 BORROWER - GILBERTO ARIAS JR



 - BORROWER - CATHERINE L. ARIAS

[Sign Original Only]

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The Leasehold Estate as Created by a Proprietary Lease from Shakespeare Building Corporation and Assigned to Lessees Thomas Edward Silfen and Deborah Ann Silfen, Which Lease Demises the Following Described Real Estate, which term of lease Commences on July 20, 2010 and Ends on December 31, 2047:

Apartment G-3 on the Property Commonly Known as 2256 North Lincoln Park West in the Apartment building Collectively Known as the "Building" Situated at 312 Grant Place, 2236-58 Lincoln Park west, and 311 Belden Avenue, Chicago, located on the Following Land (Hereafter Referred to as "Underlying Land")

Lots 1 to 5 Both Inclusive; and the North 1/2 of That Part of the East and West Vacated West Grant Place (Said Street Having Been Vacated by Ordinance Adopted by the City Council of the City of Chicago on November 25, 1958 and Recorded on December 10, 1958 as Document 17401003) Lying South of and adjoining the South Line of Said Lot 5 And the South Line of Said Lot 5 Produced West 8 feet to the center line of the Vacated Alley Hereinafter Described; and the East 1/2 of That Part of the North and South Vacated Alley Lying West of and Adjoining The West Line of Said Lots 3 to 5 Both Inclusive, Lying East of and Adjoining the East Line of Lot 26, Lying South and Adjoining the North Line of Said Lot 26 Produced East 16 Feet to the West Line of Said Lot 3 and Lying North of and Adjoining the South Line of Said Lot 5 Produced West, 16 Feet to the East Line of Said Lot 26 (Said Alley having been Vacated by Ordinance Adopted by the City Council of the City of Chicago on November 25, 1958 and Recorded December 10, 1958 as Document Number 17401003); All in Anita, a Subdivision of Block 15 in Canal Trustees' Subdivision in Section 33, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Tax ID: 14-33-202-013-0000

Property Address: 2236 N Lincoln Park W #G3, Chicago, IL 60614

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