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Doc#. 2120904441 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 07/28/2021 02:01 PM Pg: 1 of 28

#### Illinois Anti-Predatory **Lending Database** Program

Certificate of Exemption



Report Mortgage Fraid 844-768-1713

The property identified as:

PIN: 17-04-217-120-0000

Address:

Street:

2014 N Sutton PI

Street line 2:

City: Chicago

ZIP Code: 60610

Lender: BlueLeaf Lending LLC

Borrower: Shannon A Sims as trustee of the Sanna A Sims Trust dated 11/7/14 and Sarah G Schwartz as trustee of the

Sarah G Schwartz trust dated 11/7/14

Loan / Mortgage Amount: \$497,000.00

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

> Old Republic Title 9601 Southwest Highway Oak Lawn, IL 60453

21137446

Certificate number: 1CC3C8D6-16D2-4123-82DB-755DB0C4D651

Execution date: 6/21/2021

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When recorded, inturn to: Midwest Community Bunk Final Docs Dept 510 Park Crest Drive Freeport, IL 61032

This instrument was prepared by: Blueleaf Lending LLC 112 S. Sangamon St 2nd FI Chicago, IL 60607 815-235-6137

Title Order No.: 21137446

LOAN #: 09210504702

. [Space Above This Line For Recording Dates]

#### MORTGAGE

MIN 1003426-0000034247-9

MURS PHONE #: 1-888-679-6377

#### **DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided it. Section 16.

(A) "Security Instrument" means this document, which is dated June 21, 2021, logether with all Riders to this document.

(B) "Borrower" is Shannon A. Sims, as Trustee of the Shannon A. Sims Trust dated November 7, 2014, and Sarah G. Schwartz, as Trustee of the Sarah G. Schwartz Trust dated November 7, 2014.

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument.

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LOAN #: 09210504702

MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is Blueleaf Lending LLC.

| Lender is | a  | Limited | Liability | Corporation, |
|-----------|----|---------|-----------|--------------|
| Illinois. |    |         | •         | ,,           |
| Chicago,  | IL | 60607   |           |              |

organized and existing under the laws of Lender's address is 112 S. Sangamon St 2nd Fl,

| ararea mar pomow it owes relidel   | note signed by Borrower and dated June FOUR HUNDRED NINETY SEVEN THOU  | 21, 2021.<br>ISAND AND NO/100******   | The Note            |
|--|--|---|---------------------|
|  | ed to pay this debt in regular Periodic Pay  | # 15-8 HID Assesses   | )<br>full not later |
| the Note, and all sums due under t   | y that is described below under the heading<br>ced by the Note, plus interest, any prepaym<br>is Security Instrument, plus interest. | nent charges and late charge:   | s due under         |
| The second of th | its Security Instrument that are executed by its applicable]:  | Borrower. The following Ride  | rs are to be        |
| ☐ Adjustable Rate Rider ☐ Balloon Rider ☐ 1-4 Family Rider ☐ V.A. Rider  | ☐ Cordominium Rider  ☑ Planned Unit Development Rider ☐ Biweekly Payment Rider   | ☐ Second Home Rider ☑ Other(s) [specify] Fixed Interest Rate Rider, Vivos Trust Rider | , inter             |

- (I) "Applicable Law" means all controlling applicable ferieral, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar
- (K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, teleption in instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (L) "Escrow Items" means those items that are described in Section 3.
- (M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, ( r proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) convevance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property
- (N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

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#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the County

[Type of Recording Jurisdiction] of Cook

[Name of Recording Jurisdiction]:

APN #: 17-04-217-120-0000; 17-04-217-113-0000

which currently has the address of 1322 N Sutton PI, Chicago,

Illinois 60610

("Property Augress");

[Zip Code]

TO DO THE

[Street] [City]

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

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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. B prower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and ticle charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any

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payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applicable Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which i be came due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Seruri y Instrument, and then to reduce the principal balance of the Note.

If Lender receiver a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outs anding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayment, shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower Signi pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to revide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) teasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of a mounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall, ray directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been walved by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as cender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deen ed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay he amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and borrows shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrover shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless

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an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon pay nent in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lander.

4. Charg is; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which ce i a tain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items. Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such a greament; (b) contests the lien in good faith by, or defends against enforcement of the tien in, legal proceedings which ir. 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 subording the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can altain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the days 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 4

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improver lents now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "cxtunded coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lenger requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, after (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

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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. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if 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, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Let de 's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrume it, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the ord a provided for in Section 2.

If Borrower abandor stree Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acq fires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Burrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use are insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security the nument, whether or not then due.

- 6. Occupancy. Borrower shall occupy, estat ish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste of the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, 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 Emperty, 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 paymen's as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrow a 's not relieved of Borrower's obligation for the completion of such repair or restoration.

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.

- 8. Borrower's Loan Application, Borrower shall be in default if, during the Loan application process. Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
- 9. 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 (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under

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this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which 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, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change 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. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, in the uch interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the linasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the ey are is written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leaseholuland the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums require to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lence, ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make coparately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substanticity equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer sciected by Lender. If substantially equivalent Mortgage Insurance coverage is not available. Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. I ander will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such for a reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be equired to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payme us if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borre will was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Corrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) or certain losses it may incur if Borrower does not repay the Loan as agreed, Borrower is not a party to the Mortgage insulance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agree nentil are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these regreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any o her entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has a if any a with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to

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receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if 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 Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement 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 Miscellaneous Proceeds, Ler der shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the stims secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a real laking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial along, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument, mediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplie t by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or ios in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, of the value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or less in value is less than the amount of the sums secured immediately before the partial taking, destruction, or oss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to in sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lander to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for durages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to coile a sind apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interestin the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Levider's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of ender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower, Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

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# **UNOFFICIAL COP**

LOAN #: 09210504702

13. 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 Note (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 can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall 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 Instrumer, shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attor ley s' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lenger may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected a to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrov rer which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided in under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Bournar's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of accress. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Secretian 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 by notice to Borrower. Any notice in connecta month this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If if y notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will setion the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; 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. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

18. Transfer of the Property or a Beneficial Interest in Borrower. 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

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LOAN #: 09210504702

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 (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower

19. Purrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument, (b) such other period as Applicable Law might specify for 'ne termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument, Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrumen, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender. (a) cash; (b) money cruci, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an instruction whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no accideration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes an the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payur arts should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Mate is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan convicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as ei her in individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Insurant or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requiren ents of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws

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LOAN #: 09210504702

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, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, 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 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 (including, but not limited to, hazardous substant as ir consumer products).

Borrower shall promptly 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, una or release of a Hazardous Substance which 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 accordence with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

- 22. Acceleration; Remedies. Lender should ive notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default of any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date ar enified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fce for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
- 24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.
- 25. 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 Sorrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance. including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01 Ellie Mae, Inc. Page 11 of 13



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## **UNOFFICIAL C**

LOAN #: 09210504702

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.

> SHANNON A SIMS, AS TRUSTEE OF THE SHANNON A. SIMS TRUST UN TRUST INSTRUMENT DATED 11/07/2014

SARÁH G. SCHWARTZ, AS TRUSTEE OF THE SARAH G. SCHWARTZ TRU JOY DER TRUST INSTRUMENT DATED 11/07/2014

BY SIGNING BELOW, the undersigned, Settlor(s) of The Shannon A. Sims Trust under trust instrument dated 11/07/2014, acknowledges at of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

> (SEAL) TRUST SETTLOR SHANNON A SIMS

BY SIGNING BELOW, the undersigned, Settlor(s) of The Salah G. Schwartz Trust under trust instrument dated 11/07/2014, acknowledges all of the terms and covenan's contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

(SEAL) TRUST SETTLOR

State of ILLINOIS County of COOK

This instrument was acknowledged before me on JUNE 21, 2021 (date) by SHANNON A SIMS AND SARAH G. SCHWARTZ (name of person/s).

(Seal)

Signature of Notary Public

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LOAN #: 09210504702

Lender: Blueleaf Lending LLC

NMLS ID: 512298

Loan Originator: Gregory James Moore

NMLS ID: 755888



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### UNOFFICIAL COPY

LOAN #: 09210504702 MIN: 1003426-0000034247-9

#### PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 21st day of June, 2021 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, Jiv en by the undersigned (the "Borrower") to secure Borrower's Note to Blueleaf Lending LLC. a Limited Liability Corporation

of the same date and covering the Property described in the Security Instrument and located at: 1323 N Sutton PI, Chicago, // 60610.

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in COVENANTS, CONDITIONS AND RESTRICTIONS

The Property is a part of a planned unit development known as Sutton Place (the "Declaration").

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

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

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

MULTISTATE PUD RIDER-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01

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LOAN #: 09210504702

Association. Borrower shall promptly pay, when due, all dues and assessments imposed

p'acsi ant to the Constituent Documents.

B Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including acouctible levels), for the periods, and against loss by fire, hazards included within the term extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property incurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of

the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or

not then due, with the excess, if any, paid to Borrow r.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to ensure that the Owners Association maintains a public liability insurance

policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or ciain for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice of Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of

MULTISTATE PUD RIDER-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01 Ellie Mae, Inc. Page 2 of 4 F3150RLU 0115

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LOAN #: 09210504702

self-management of the Owners Association; or (iv) any action which would have the ef ect of rendering the public liability insurance coverage maintained by the Owners

Association unacceptable to Lender.

Association unacceptable to Lender.

f. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW Borrower accepts and agrees to the terms and covenants contained in this PUD Rid at.

SHANNON A SIMS, AS TRUSTEE OF THE SHANNON A. SIMS TRUST UNDER TRUST INSTRUMENT DATED 11/07/2014

SARAH G. SCHWARTZ, AS TRUSTEE OF THE SARAH G. SCHWARTZ TRUS UNDER TRUST INSTRUMENT DATED 11/07/2014 -10/4's (

MULTISTATE PUD RIDER--Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01 Ellie Mae, Inc. Page 3 of 4 F3150RLU 013 F3150RLU (CLS) 06/21/2021 09:12 AM PST



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LOAN #: 09210504702

BY SIGNING BELOW, the undersigned, Settlor(s) of The Shannon A. Sims Trust under trust instrument dated 11/07/2014, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby. (SEAL) TRUST SETTLOR SHANNON A SIMS BY SIGNING BELOW, the undersigned Cattlor(s) of The Sarah G. Schwartz Trust under trust instrument dated 11/07/2014, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agri es to be bound thereby. (SEAL) TRUST SETTLOR Clarts

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### **UNOFFICIAL COPY**

LOAN #: 09210504702

#### **FIXED INTEREST RATE RIDER**

THIS Fixed Interest Rate Rider is made this 21st day of June, 2021 and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Blueleaf Lending LLC, a Limited Liability Corporation

(the "Lenger") of the same date and covering the Property described in the Security Instrument and located at: 1323 N Sutton 21 Chicago, IL 6(61)

Fixed Interest Rate Rider COVENANT. In addition to the covenants and agreements made in the Security Instrument, Borrower and Cerider further covenant and agree that DEFINITION ( E ) of the Security Instrument is deleted and replaced by the following:

( E ). "Note" means the promiscory note signed by Borrower and dated June 21, 2021.

The Note states that Borrower owe Lender FOUR HUNDRED NINETY SEVEN THOUSAND AND NO/100\*\*\*\*\*

Dollars (U.S. \$497,000.00 ) pius increst at the rate of 2.500 %. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 1, 2036.

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

SHANNON A SIMS, AS TRUSTEE OF THE SHANNON A. GIN'S TRUST UNDER TRUST INSTRUMENT DATED 11/07/2014

SARAN G. SCHWARTZ, AS TRUSTEE OF THE SARAH G. SCHWARTZ (RUST DATE UNDER TRUST INSTRUMENT DATED 11/07/2014

BY SIGNING BELOW, the undersigned, Settlor(s) of The Shannon A. Sims Trust under trust instrument dated 11/07/2014, acknowledges all of the terms and covenants contained in this Security Instrument and any ricer(s) thereto and agrees to be bound thereby.

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SHANNON A SIMS

(SEAL) TRUST SETTLOR

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# **UNOFFICIAL COPY**

LOAN #: 09210504702

BY SIGNING BELOW, the undersigned, Settlor(s) of The Sarah G. Schwartz Trust under trust instrument dated 11/07/2014, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

SARAH G. SCHWARTZ

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(SEAL) TRUST SETTLOR

IL - Fixed Interest Rate Rider Ellie Mae, Inc.

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#### **UNOFFICIAL C**

LOAN #: 09210504702

#### INTER VIVOS REVOCABLE TRUST RIDER

#### DEFILITIONS USED IN THIS RIDER

(A) "Keyocable Trust" means

The Shannon A. Sims Trust

created under trust instrument dated November 7, 2014

(B) "Revocable Trust Trustoe(s)" means Shannon A Sims

trustee(s) of the Revocable Trust.

(C) "Revocable Trust Settlor(s)" means Shannon A Sims

settlor(s) of the Revocable Trust.

(D) "Lender" means Blueleaf Lending LLC, a Limited Liability Corporation

(E) "Security Instrument" means the Deed of Trust, Mortgage, or Security Deed, 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" means the property described in the Security Instrument and Society 1997.

at: 1323 N Sutton PI

Chicago, IL 60610

THIS INTER VIVOS REVOCABLE TRUST RIDER is made this 21st Of June, 2021 and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

Multistate Inter Vivos Revocable Trust Rider Ellie Mae, Inc.

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### **UNOFFICIAL C**

LOAN #: 09210504702

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

A. ADDITIONAL BORROWER(S)

A. ADDITIONAL BORROWER(S)
The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust Truster(s), the Revocable Trust Settlor(s), and the Revocable Trust, jointly and severally. Each narty signing this Rider below (whether by accepting and agreeing to 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 incrument, each covenant and agreement and undertaking of the "Borrower" in the Security in strument 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.

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

rem H 6/21/2021 (Seal) SHANNON A SIMS, AS TRUSTEE OF THE SHANNO V 1. SIMS TRUST UNDER

TRUST INSTRUMENT DATED 11/07/2014

SARAH G. SCHWARTZ, AS TRUSTEE OF THE SARAH G. SCHWARTZ IPUST

UNDER TRUST INSTRUMENT DATED 11/07/2014

Multistate Inter Vivos Revocable Trust Rider Ellie Mae Inc.

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### **UNOFFICIAL COPY**

LOAN #: 09210504702

BY SIGNING BELOW, the undersigned, Settlor(s) of The Shannon A. Sims Trust under trust instrument dated 11/07/2014, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

SHANNON A SIMS

(SEAL) TRUST SETTLOR

BY SIGNING BELOW, the undersigned, Settlor(s) of The Sarah G. Schwartz Trust under trust instrument dated 11/07/2014, actinov ledges all of the terms and covenants contained in this Security Instrument and any rider(s) there to and agrees to be bound thereby.

SARAH G/SCHWARTZ

(SEAL) TRUST SETTLOR

Multistate Inter Vivos Revocable Trust Rider Elle Mae, Inc.

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## **UNOFFICIAL CO**

LOAN #: 09210504702

#### INTER VIVOS REVOCABLE TRUST RIDER

#### DEFINITIONS USED IN THIS RIDER

(A) "Revesable Trust" means

The Sarah G. Schwartz Trust

created under trust instrument dated November 7, 2014

(B) "Revocable Trust Trustoe(s)" means Sarah G. Schwartz

trustee(s) of the Revocable Trust.

(C) "Revocable Trust Settlor(s)" mei ns Jarah G. Schwartz

settlor(s) of the Revocable Trust.
(D) "Lender" means Blueleaf Lending LLC, a Limited Liability Corporation

(E) "Security Instrument" means the Deed of Trust, Mortgage, or Security Deed, 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" means the property described in the Security Instrument and located

at: 1323 N Sutton PI

Chicago, IL 60610

THIS INTER VIVOS REVOCABLE TRUST RIDER is made this 21st Of June, 2021 and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

Multistate Inter Vivos Revocable Trust Rider Ellie Mae, Inc.

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### **UNOFFICIAL C**

LOAN #: 09210504702

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

A. ACCITIONAL BORROWER(S)
The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust Trusters(s), the Revocable Trust Settlor(s), and the Revocable Trust, jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and coverants 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 in strument, 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.

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

ran A

SHANNON A SIMS, AS TRUSTEE OF THE SHANNON A SIMS TRUST UNDER TRUST INSTRUMENT DATED 11/07/2014

SARÁH G. SCHWARTZ, AS TRUSTEE OF THE SARAH G. SCHWART TO RUST UNDER TRUST INSTRUMENT DATED 11/07/2014

Multistate Inter Vivos Revocable Trust Rider Ellie Mae, Inc.

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(Seal)



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# **UNOFFICIAL CC**

LOAN #: 09210504702

| BY SIGNING BELOW, the undersigned, Settlor(s) of The Shannon A. Sims Trust under tinstrument dated 11/07/2014. acknowledges all of the transport dated 11/07/2014. | ust           |
|--|---------------|
| instrument dated 11/07/2014, acknowledges all of the terms and covenants contained in the terms and any rider(s) thereto and agrees to be bound thereby.           | this Security |

(SEAL) TRUST SETTLOR SHANNON A SIME

BY SIGNING BELOW, the undersigned, Settlor(s) of The Sarah G. Schwartz Trust under trust instrument dated 11/07/2014, anknowledges all of the terms and covenants contained in this Security instrument and any rider(s) there to and agrees to be bound thereby.

JUNIT CLOUTE OFF (SEAL) TRUST SETTLOR

Multistate Inter Vivos Revocable Trust Rider Ellie Mae, Inc.

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#### **UNOFFICIAL COPY**

#### LEGAL DESCRIPTION

PARCEL 1: THAT PART OF A TRACT OF LAND DESCRIBED AS FOLLOWS: (SAID TRACT TO BE DESCRIBED HEREINAFTER): COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A SOUTH LINE OF SAID TRACT 81.66 FEET, THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 23.47 FEET TO THE MOST SOUTHERLY LINE OF SAID TRACT; THENCE NO 2TH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE MOST SOUTHERLY LIN'S OF SAID TRACT 47.29 FEET TO THE PLACE OF BEGINNING, THENCE NORTH 00 DECREES 00 MINUTES 00 SECONDS EAST, 53.63 FEET; THENCE NORTH 90 DEGREES 00 MINUITS 10 SECONDS EAST, 20.45 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS 14ST, 53.63 FEET TO THE MOST SOUTHERLY LINE OF SAID TRACT; THENCE NORTH 90 DF 3PCES 00 MINUTES 00 SECONDS WEST ALONG THE MOST SOUTHERLY LINE OF SAID TRACT, 20.45 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS, THE ASOVE DESCRIBED PARCEL BEING A PART OF A TRACT OF LAND COMPRISING PARTS OF LOTS 23 AND 24 IN ASSESSOR'S DIVISION OF LOTS 16 TO 23, INCLUUSIVE, IN BRONSON'S ADDITION TO CHICAGO, ALSO ALL OF LOTS 13 TO 16, BOTH INCLUSIVE, AND LOT 17 (E'CEPT THE NORTH 4.40 FEET THEREOF) IN THE SUBDIVISION OF LOT 15 (EXCEPT THE NORTH 47 10/12 FEET) IN BRONSON'S ADDITION OF CHICAGO. ALSO LOT 11 (EXCEPT THE NURTH 25 FEET THEREOF) IN CHICAGOLAND CLEARANCE COMMISSION NUMBER 3, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED ALLEYS IN BRONSON'S ADJUITION TO CHICAGO AND CERTAIN RESUBDIVISION, ALL IN THE NORTHEAST 1/4 OF SECTION 4, LOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF SAID LOT 24, 264.58 EFT NORTH OF THE NORTH LINE OF WEST GOETHE STREET, SAID NORTH LINE OF WEST GOETHE STREET ALSO BEING THE SOUTH LINE OF LOT 14 IN SAID CHICAGOLAND CLEARANCE COMMISSION NUMBER 3; RUNNING THENCE NORTH 00 DEGREES 00 MINUTES SO SECONDS EAST ON THE WEST LINE OF SAID LOTS 23 AND 24, LOTS 13, 14, 15, 16 AND 17, AND LOT 11, SAID WEST LINE ALSO BEING THE EAST LINE OF NORTH CLARK STREET, FOR A DISTANCE OF 335.10 FEET TO THE SOUTH LINE OF THE NORTH 25.0 FEET OF LOT 11 IN SAID CHICAGOLAND CLEARANCE COMMISSION NUMBER 3; THENCE SOUTH 89 DEGF. 5 51 MINUTES 30 SECONDS ALONG THE SOUTH LINE OF THE NORTH 25.0 FEET OF SAID LOT 11, 149.78 FEET TO THE WEST LINE OF A 20 FOOT ALLEY THE SAME BEING THE EAST LINE OF SAID LOT 11 AND THE EAST LINE OF SAID LOTS 13, 14, 15, 16 AND 17 AND SAID LOTS 23 AND 24; THENCE SOUTH 00 DEGREES 01 MINUTES 49 SECONDS WEST ALONG SAID ALLEY LINE, 358.20 FEET TO A POINT ON SAID ALLEY LINE, WHICH IS 241.73 FEET NORTH OF THE NORTH LINE OF WEST GOETHE STREET SAID NORTH LINE ALGO JEING THE SOUTH LINE OF LOT 14 IN SAID CHICAGOLAND CLEARNACE COMMISSION NUMBER 3; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 67.90 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 23.47 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 81.66 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF ABOVE DESCRIBED PARCEL AS SET FORTH IN THE DECLARATION DATED JANUARY 1, 1978 AND RECORDED MARCH 6, 1978 AS DOCUMENT NUMBER 24351547, AND REGISTERED MARCH 6, 1978 AS DOCUMENT LR3002764 AND AS AMENDED BY INSTRUMENT DATED JANUARY 16, 1979 AND RECORDED JANUARY 22, 1979 AS DOCUMENT 24810852 AND REGISTERED JANUARY 22, 1979 AS DOCUMENT LR 3072227 AND AS CREATED BY DEED DATED JANUARY 8, 1978 AND RECORDED FEBRUARY 2, 1979 AS DOCUMENT 24827692 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

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Address commonly known as: 1323 N Sutton Pl PIN#: 17-Chicago, IL 60610