

# UNOFFICIAL COPY

Doc#: 2127013108 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 09/27/2021 02:18 PM Pg: 1 of 38

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Report Mortgage Fraud  
844-768-1713

The property identified as: PIN: 14-18-403-022-0000

**Address:**

Street: 4350 N HERMITAGE AVE

Street line 2:

City: Chicago

State: IL

ZIP Code: 60613

Lender: Inland Bank and Trust.

Borrower: THOMAS BERARDUCCI AND ELIZABETH GOTTA, AS JOINT TENANTS

Loan / Mortgage Amount: \$1,360,000.00

This property is located within the program area and the transaction is exempt from the requirements of 705 ILCS 777/0 et seq. because the application was taken by an exempt entity or person.

21138458 1/2  
Old Republic Title  
9601 Southwest Highway  
Oak Lawn, IL 60453

Certificate number: 2D45FB28-4334-4890-AC43-690C8AF303DE

Execution date: 8/31/2021

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When recorded, return to:  
Inland Bank and Trust  
Attn: Final Document Department  
1900 West State Street  
Geneva, IL 60134

This instrument was prepared by:  
Inland Bank and Trust  
1900 West State Street  
Geneva, IL 60134  
630-845-0500

Title Order No.: 21138458  
Escrow No.: 21138458  
LOAN #: IB66542103937

[Space Above This Line For Recording Data]

## MORTGAGE

### 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 in Section 16.

(A) "Security Instrument" means this document, which is dated August 31, 2021, together with all Riders to this document.

(B) "Borrower" is THOMAS BERARDUCCI AND ELIZABETH GOTTA, AS JOINT TENANTS.

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is Inland Bank and Trust.



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Lender is a Corporation,  
Illinois.  
Geneva, IL 60134

**LOAN #: IB66542103937**  
organized and existing under the laws of  
Lender's address is 1900 West State Street,

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **August 31, 2021**. The Note states that Borrower owes Lender **ONE MILLION THREE HUNDRED SIXTY THOUSAND AND NO/100\*\*\*\*\*** Dollars (U.S. **\$1,360,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **September 1, 2051**.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- V.A. Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- Other(s) [specify] **Construction/Permanent Loan Rider to Security Instrument**

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

(I) "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 organization.

(J) "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, telephonic 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.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or 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) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

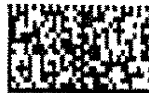
(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "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.

(P) "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.

### 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 Lender and Lender's successors and



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LOAN #: 1B66542103937

assigns the following described property located in the County  
[Type of Recording Jurisdiction] of Cook  
Please see attached legal description  
APN #: 14-18-403-022-0000 AND 14-18-403-028-0000

[Name of Recording Jurisdiction]:

which currently has the address of 4350 N HERMITAGE AVE, CHICAGO,

[Street] [City]

Illinois 60613

("Property Address"):

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER 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.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late 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 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,

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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 applied by 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 it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives 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 outstanding, 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 prepayments 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 shall 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 provide 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) leasehold 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 amounts 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 pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed 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 the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower 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, Borrower 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 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 by RESPA.

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

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain 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 agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 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 in improvements now existing or hereafter erected on the Property insured 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. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender 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, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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 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

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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 Lender's security would be lessened, the insurance 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. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the 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 acquires 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 Borrower'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 the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, 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 on 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 Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is 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 give 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 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



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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, with such 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 leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately 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 substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected 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. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments 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 Borrower 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 Borrower's obligation to pay interest at the rate provided in the Note.

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

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 agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. 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 other 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 - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage





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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, Lender 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 sums 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 total taking, 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 taking, 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 immediately 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 multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss 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, 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 less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the 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 Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and 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 interest in 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 Lender'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 Lender'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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LOAN #: IB66542103937

**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 Instrument 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, attorneys' 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. Lender 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 or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower 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 for 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 Borrower'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 address. 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 Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy 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



**UNOFFICIAL COPY****LOAN #: IB66542103937**

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. Borrower'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 the 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 Instrument, 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 order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration 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 of 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 payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing 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 either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument 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 requirements 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 20.

**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 of the jurisdiction where the Property is located that relate to health, safety or environmental protection;





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LOAN #: IB66542103937

(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 substances in 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, use 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 accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under 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 or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified 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 fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

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





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LOAN #: IB66542103937

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.

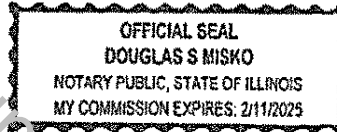
*Elizabeth Gotta* \_\_\_\_\_ 08-31-2021 (Seal)  
ELIZABETH GOTTA DATE

*Thomas Brian Berarducci* \_\_\_\_\_ 08/31/2021 (Seal)  
THOMAS BRIAN BERARDUCCI DATE

State of ILLINOIS  
County of COOK

This instrument was acknowledged before me on AUGUST 31, 2021 (date) by ELIZABETH GOTTA AND THOMAS BRIAN BERARDUCCI (name of person/s).

(Seal)  
*Douglas S Misko*  
Signature of Notary Public



Lender: Inland Bank and Trust  
NMLS ID: 402498  
Loan Originator: Bill P. Ware  
NMLS ID: 657840



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## LEGAL DESCRIPTION

PARCEL 1: LOT 2 (EXCEPT THE NORTH 7 FEET 6 INCHES THEREOF IN BLOCK 24 IN RAVENSWOOD, BEING A PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, AND PART OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE SOUTH 3-3/4 FEET OF THE NORTH 7-1/2 FEET OF LOT 2 IN BLOCK 24 IN RAVENSWOOD, BEING A SUBDIVISION IN SECTIONS 17 AND 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address commonly known as:

4350 N Hermitage Ave

Chicago, IL 60613

PIN#: 14-18-403-022-0000

Property of Cook County Clerk's Office

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LOAN #: IB66542103937

## ADJUSTABLE RATE RIDER

(LIBOR One-Year Index (As Published In *The Wall Street Journal* - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this **31st** day of **August, 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 given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to **Inland Bank and Trust, a Corporation**

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: **4350 N HERMITAGE AVE, CHICAGO, IL 60613.**

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND MAXIMUM RATES THE BORROWER MUST PAY.**

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

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of **3.000 %**. The Note provides for changes in the interest rate and the monthly payments as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the **1st** day of **September, 2026**, and on that day every **12th** month thereafter. Each date on which my interest rate could change is called a "Change Date."



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LOAN #: IB66542103937

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index that is calculated and provided to the general public by an administrator (the "Administrator"). The "Index" is a benchmark, known as the one-year U.S. dollar (USD) LIBOR Index. The Index is currently published in, or on the website of, *The Wall Street Journal*. The most recent Index value available as of the date 45 days before each Change Date is called the "Current Index," provided that if the Current Index is less than zero, then the Current Index will be deemed to be zero for purposes of calculating my interest rate.

If the Index is no longer available, it will be replaced in accordance with Section 4(G) below.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding **TWO AND ONE-HALF** percentage points ( **2.500 %** ) (the "Margin") to the Current Index. The Margin may change if the Index is replaced by the Note Holder in accordance with Section 4(G)(2) below. The Note Holder will then round the result of the Margin plus the Current Index to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than **5.000 %** or less than **2.500 %**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **TWO** percentage points ( **2.000 %** ) from the rate of interest I have been paying for the preceding **12** months. My interest rate will never be greater than **8.000 %** or less than the Margin.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.





**UNOFFICIAL COPY****LOAN #: IB66542103937****(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**(G) Replacement Index and Replacement Margin**

The Index is deemed to be no longer available and will be replaced if any of the following events (each, a "Replacement Event") occur: (i) the Administrator has permanently or indefinitely stopped providing the Index to the general public; or (ii) the Administrator or its regulator issues an official public statement that the Index is no longer reliable or representative.

If a Replacement Event occurs, the Note Holder will select a new index (the "Replacement Index") and may also select a new margin (the "Replacement Margin"), as follows:

- (1) If a replacement index has been selected or recommended for use in consumer products, including residential adjustable-rate mortgages, by the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, or a committee endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York at the time of a Replacement Event, the Note Holder will select that index as the Replacement Index.
- (2) If a replacement index has not been selected or recommended for use in consumer products under Section (G)(1) at the time of a Replacement Event, the Note Holder will make a reasonable, good faith effort to select a Replacement Index and a Replacement Margin that, when added together, the Note Holder reasonably expects will minimize any change in the cost of the loan, taking into account the historical performance of the Index and the Replacement Index.

The Replacement Index and Replacement Margin, if any, will be operative immediately upon a Replacement Event and will be used to determine my interest rate and monthly payments on Change Dates that are more than 45 days after a Replacement Event. The Index and Margin could be replaced more than once during the term of my Note, but only if another Replacement Event occurs. After a Replacement Event, all references to the "Index" and "Margin" will be deemed to be references to the "Replacement Index" and "Replacement Margin."

MULTISTATE ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family - Fannie Mae UNIFORM INSTRUMENT  
Form 3189 6/01 (rev. 2/20)  
Elle Mae, Inc.

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Initials: **IBB**

F3189RLU 0320  
F3189RLU (CLS)

08/31/2021 12:49 PM PST



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The Note Holder will also give me notice of my Replacement Index and Replacement Margin, if any, and such other information required by applicable law and regulation.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

Section 18 of the Security Instrument is amended to read as follows:

**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 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.




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LOAN #: IB66542103937

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


  
 ELIZABETH GOTTA \_\_\_\_\_ 08-31-2021 (Seal)  
 DATE

  
 THOMAS BRIAN BERARDUCCI \_\_\_\_\_ 08/31/2021 (Seal)  
 DATE

Property of Cook County Clerk's Office

MULTISTATE ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family - Fannie Mae  
 Form 3189 6/01 (rev. 2/20)  
 Ellie Mae, Inc.

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Initials:  BB  
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 08/31/2021 12:49 PM PST



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LOAN #: IB66542103937

## CONSTRUCTION/PERMANENT LOAN RIDER TO SECURITY INSTRUMENT (INCLUDING SECURITY AGREEMENT)

(To be attached to and recorded with this Security Instrument)

THIS CONSTRUCTION LOAN RIDER TO SECURITY INSTRUMENT (this "Rider") is made on **August 31, 2021** and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed of the same date, to which this Rider is attached ("this Security Instrument"), given by the undersigned ("Borrower") for the benefit of **Inland Bank and Trust, a Corporation**

("Lender") to secure Borrower's Note to Lender and the Construction Loan Addendum to Note, both of the same date (collectively, the "Note") and covering the property described in this Security Instrument (the "Property"). All terms defined in the Note and elsewhere in this Security Instrument shall have the same meaning in this Rider.

IN ADDITION TO THE COVENANTS AND AGREEMENTS MADE IN THIS SECURITY INSTRUMENT, Borrower and Lender further covenant and agree as follows:

**1. Construction Loan Agreement.** The Note evidences Borrower's promise to pay Lender the aggregate amount of all advances made and distributed by Lender under the terms and conditions of a Construction Loan Agreement between Lender and Borrower dated the same date as the Note (the "Loan Agreement"). The Loan Agreement provides for construction of certain improvements (the "Improvements") on the Property. Borrower agrees to comply with the covenants and conditions of the Loan Agreement. This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, including the aggregate amount of all advances made by Lender from time to time under the terms of the Loan Agreement, with interest as provided in the Note, and all renewals, extensions, and modifications of the Note, (b) the performance of all of Borrower's covenants and agreements under the Note, this Security Instrument, the Loan Agreement and all other documents pertaining to the Loan (the "Loan Documents"), and (c) the payment of all other sums, with interest at the Note Rate, advanced by Lender to protect the security of this Security Instrument, or to perform any of Borrower's obligations under the Loan Documents. Upon the failure of Borrower to keep and perform all the covenants, conditions and agreements of the Loan Agreement, the Principal and all interest and other charges provided for in the Loan Documents and secured hereby shall, at the option of the Lender, and subject to any right of Borrower to cure Borrower's default, become immediately due and payable in full.

**2. Future Advances.**

a. During the Construction Loan Phase, interest will accrue on the outstanding Principal according to the terms set forth in the Note. Provided there has been no default as defined in the Note, the Loan Agreement, or this Security Instrument, and provided Borrower has satisfied all conditions precedent required for an advance under the Loan Documents, Lender is legally obligated to make advances of principal upon application therefor by Borrower in accordance with the provisions of the Note and the Loan Agreement up to a maximum principal amount (including present and future obligations), which is equal to the amount of the Note as set forth in this Security Instrument. Such advances shall be evidenced by the Note, made under the terms of the Loan Agreement and secured by this Security Instrument and may occur for a period up to the end of the Construction Loan Phase, but in no event after **12** months from the date of this Rider.

b. This Security Instrument shall secure the indebtedness of Borrower to Lender that is evidenced, permitted or secured by the Loan Documents, including future advances made by Lender to Borrower. All of such indebtedness, including future





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LOAN #: IB66542103937

advances, shall be a lien from the time that this Security Instrument is recorded with the Recorder of the County in which the Real Property is located as provided in 735 ILCS 5/15-1302(b).

c. In addition to the loan advances referred to in subparagraph (b) above, Lender shall have the right, but not the obligation, to make protective advances with respect to the Property for the payment of real estate taxes, assessments, insurance premiums, repairs, maintenance and other costs incurred in the protection of the Property and the protection of the Lender's right and interest in and to the Property, and such protective advances, together with interest thereon shall become part of the indebtedness secured by this Security Instrument from the date of each such advance with priority running from the time of the recording of this Security Instrument with the Recorder of the County in which the Property is located pursuant to 735 ILCS 5/15-1302(b)(5).

**3. Limitation of Indebtedness.** It is expressly understood and agreed that the indebtedness secured by the Security Instrument will in no event exceed two hundred percent (200%) of (i) the total face amount of the Note plus (ii) the total interest which may hereafter accrue under the Note on such face amount.

**4. Assignment of Rights or Claims.** From time to time as Lender deems necessary to protect Lender's interest, Borrower shall, upon request of Lender, execute, acknowledge before a notary public, and deliver to Lender, assignments of any and all rights or claims which relate to the construction on the Property.

**5. Breach by Borrower.** In case of breach by Borrower of the covenants and conditions of the Loan Agreement, subject to any right of Borrower to cure Borrower's default, Lender, at Lender's option, with or without entry upon the Property (a) may invoke any of the rights or remedies provided in the Loan Agreement, (b) may accelerate the sums secured by this Security Instrument and invoke any of the remedies provided in this Security Instrument, or (c) may do both. Lender's failure to exercise any of its rights and remedies at any one time shall not constitute a waiver by Lender of its right to exercise that right or remedy, or any other right or remedy, in the future.

**6. Permanent Mortgage Date.** On the day the Construction Loan Phase ends, the loan evidenced by the Note will become a permanent mortgage loan (the "Permanent Mortgage Date"). Beginning on the Permanent Mortgage Date, interest shall accrue as stated in the Note and monthly payments of principal and interest shall be due and payable as set forth in the Note.

**7. Occupancy.** Section 6 of this Security Instrument is amended and restated to read as follows: Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the Permanent Mortgage Date 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.

**8. Security Agreement and Financing Statement.**

a. The property covered by this Security Instrument includes the Property previously described or referred to in this Security Instrument, together with the following, all of which are referred to as the "Property." The portion of the Property that constitutes real property is sometimes referred to as the "Real Property." The portion of the Property which constitutes personal property is sometimes referred to as the "Personal Property," and is described as follows: (i) Borrower's right to possession of the Property; (ii) any and all fixtures, machinery, equipment, building materials, appliances, and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property or the Improvements, and all replacements of and accessions to those goods; and (iii) proceeds and products of the Personal Property. Despite any other provision of this Rider or any other Loan Document, however, Lender is not granted, and will not have, a non-purchase money security interest in household goods, to the extent that such a security interest would be prohibited by applicable law.

b. This Security Instrument is and shall be a security agreement granting Lender a first and prior security interest in all of Borrower's right, title and interest in and to the Personal Property, under and within the meaning of applicable state

Initials:

ETB

ILCNSTPRLU 0716  
GCNSTPRLU (CLS)  
08/31/2021 12:49 PM PST



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LOAN #: 1866542103937

laws, as well as a document granting a lien upon and against the Real Property. In the event of any foreclosure sale, whether made by Trustee, or under judgment of a court, or otherwise, all of the Real Property and Personal Property may, at the option of Lender, be sold as a whole or in parcels. It shall not be necessary to have present at the place of such sale the Personal Property or any part thereof. Lender, as well as Trustee on Lender's behalf, shall have all the rights, remedies and recourse with respect to the Personal Property afforded to a "Secured Party" by applicable state laws in addition to and not in limitation of the other rights and remedies afforded Lender and/or Trustee under this Security Instrument. To the extent permitted by applicable law, Borrower shall, upon demand, pay to Lender the amount of any and all expenses, including the fees and disbursements of Lender's legal counsel and of any experts and agents, which Lender may incur in connection with: (i) the making and/or administration of this Security Instrument; (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon any Property, real and/or personal, described in this Security Instrument; (iii) the exercise or enforcement of any of the rights of Lender under this Security Instrument; or (iv) the failure by Borrower to perform or observe any of the provisions or covenants in this Security Instrument.

c. Lender may, at its election, at any time after the delivery of this Security Instrument, sign one or more copies of this Security Instrument in order that such copies may be used as a financing statement under applicable state laws. Lender's signature need not be acknowledged, and is not necessary to the effectiveness hereof as a deed of trust, a security agreement, or (unless otherwise required by applicable state laws) a financing statement.

d. Borrower also authorizes Lender to sign and file, without Borrower's signature, such financing and continuation statements, amendments, and supplements thereto, and other documents that Lender may from time to time deem necessary to perfect, preserve and protect Lender's security interest in the Property. If any other documents are necessary to protect Lender's interest in the Property, Borrower agrees to sign these documents whenever Lender asks. Borrower also gives Lender permission to sign these documents for Borrower.

9. **Invalid Provisions.** If any one or more of the provisions of this Security Instrument, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Security Instrument and all other applications of any such provision shall not be affected thereby.

**10. Addresses.**

The name and address of the Borrower is:

Elizabeth Gotta  
4350 North Hermitage Avenue  
Chicago, IL 60613

The name and address of the Lender/Secured Party is:

Inland Bank and Trust, a Corporation  
1900 West State Street  
Geneva, IL 60134

Initials: 

ILCNSTPRLU 0716  
GCNSTPRLU (CLS)  
08/31/2021 12:49 PM PST




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LOAN #: IB66542103937

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

  
 \_\_\_\_\_ 08-31-2021 (Seal)  
 ELIZABETH GOTTA DATE

  
 \_\_\_\_\_ 08/31/2021 (Seal)  
 THOMAS-BRIAN BERARDUCCI DATE

**ATTENTION COUNTY CLERK.** This instrument covers goods that are or are to become fixtures on the Property described herein and is to be filed for record in the records where Security Instruments on real estate are recorded. Additionally, this instrument should be appropriately indexed, not only as a Security Instrument but also as a financing statement covering goods that are or are to become fixtures on the Property described herein. The mailing address of the Borrower (Debtor) and Lender (Secured Party) are set forth in this Security Instrument.

Property of Cook County Clerk's Office



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LOAN #: ID66542103937

## RESIDENTIAL CONSTRUCTION LOAN AGREEMENT

### Exhibit A

#### "Description of Property"

PARCEL 1: LOT 2 (EXCEPT THE NORTH 7 FEET 6 INCHES THEREOF IN BLOCK 24 IN RAVENSWOOD, BEING A PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, AND PART OF SECTION 17, TOWNSHIP 48 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE SOUTH 3-3/4 FEET OF THE NORTH 7-1/2 FEET OF LOT 2 IN BLOCK 24 IN RAVENSWOOD, BEING A SUBDIVISION IN SECTIONS 17 AND 18, TOWNSHIP 48 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Multistate - Residential Construction Loan Agreement (Construction/Permanent Loan)  
Elite Mac, Inc.

GCHSTPACL 0317  
GCNSTPACL (CLSI)  
08/31/2021 10:26 AM PST





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LOAN #: IB66542103937

## RESIDENTIAL CONSTRUCTION LOAN AGREEMENT

### Exhibit B

"Construction Budget"  
"See Attached"

Property of Cook County Clerk's Office

Multistate - Residential Construction Loan Agreement (Construction/Permanent Loan)  
Elite Mae, Inc.

GCNSTPAGL 01/7  
GCNSTPAGL (CLS)  
08/31/2021 10:26 AM PST



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## EXHIBIT B

### CONSTRUCTION CONTRACT

**THIS CONSTRUCTION AGREEMENT**, hereinafter referred to as the "Agreement" or the "Contract," being executed on 06/28/2021 by and between Grama Construction Inc, located at 417 Lively Blvd, Elk Grove Village, Illinois 60007 in the County of Cook and whose contact number is 773-849-9834 and whose license number is TGC112240 (hereinafter the "CONTRACTOR") and Tom & Liz Berarducci, located at 4350 N Hermitage Ave, Chicago, Illinois 60613 in the County of Cook and whose contact number is 312-343-3975 (hereinafter the "CLIENT");

**WHEREAS**, the CONTRACTOR is engaged in the construction business and is able and willing to provide the construction services required by the CLIENT; and

**WHEREAS**, the CLIENT is in need of construction services and wishes to hire CONTRACTOR to perform same as specified in this Contract;

**NOW, THEREFORE**, in consideration of the mutual promises set forth below, and for other good and valuable consideration the receipt of which is hereby acknowledged, CONTRACTOR and CLIENT hereby agree to the terms and conditions contained in this Agreement and enumerated as follows:

**Detailed Description of Work to Be Performed**

CONTRACTOR agrees to perform in a good and workmanlike manner, all work detailed in the Specifications Sheet which is annexed hereto as Exhibit A, and is incorporated herein by reference. Any modifications or alterations the terms and conditions contained herein or annexed hereto must be done in writing as per the terms of this Agreement. In the event that the CONTRACTOR is a corporation, then a certificate that the individual executing this Contract is duly authorized to sign must also accompany this Contract.

**Detailed Scope of Work**

CONTRACTOR shall provide all services, materials, and labor for the construction of Remodeling & Addition on the property located at 4350 N Hermitage Ave, Chicago, Illinois 60613, hereinafter referred to as the "Worksite."

**Detailed Description of Materials to be Used**

A detailed description of all materials to be used in the performance of the work described in Exhibit A, which has been annexed, must be in writing. All work completed shall meet or exceed the Quality Standards for the Professional Builder, as established and set forth by the National Association of Home Builders ([www.nahb.org](http://www.nahb.org)).

**Price**

CONTRACTOR agrees to complete all work herein described and CLIENT shall pay the CONTRACTOR for the performance of those services the total sum of \$500,000.00dollars in accordance with the terms of this Agreement.

Upon receipt of the final payment under this Contract, the CLIENT shall be released and discharged from any and all claims against CONTRACTOR for any work performed hereunder or

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any alteration made hereto.

## Payment

CLIENT agrees to pay CONTRACTOR interest, at the rate of 18 per annum, on any unpaid balance owed under this Contract that remains outstanding more than thirty (30) days. CLIENT further agrees to pay all reasonable attorney fees and costs of collection in the event CLIENT fails to pay CONTRACTOR any of the amounts due as outlined in

*Checks shall be made payable and sent to:*

Tom & Liz Boreducci  
4350 N Hermitage Ave  
Chicago, Illinois  
60613

## Commencement and Completion of Work

CONTRACTOR shall not begin work or order any materials before the third (3) day following the signing of this Agreement, unless otherwise specified here in writing. The CONTRACTOR shall begin work on or about 07/23/2021. Barring any delay caused by circumstances beyond the CONTRACTOR's control, the work shall be completed by 04/30/2022. The CLIENT hereby acknowledges and agrees that the scheduling dates are approximate and that any delay attributable to the presence of hidden conditions or requiring additional work discovered during the course of construction, or delays arising out of the receipt of equipment and/or materials, that are not avoidable by the CONTRACTOR, shall not be considered a violation of this Agreement.

Any materials to be supplied by CLIENT shall be delivered to the worksite not less than forty eight (48) hours before the date upon which they will be required by the CONTRACTOR in order to continue the work described. Failure by CLIENT to supply such materials in a timely manner shall also not be considered to be the responsibility of the CONTRACTOR or a violation of this Agreement.

## No Acceleration of Payments - Escrowing Allowed

CONTRACTOR may not require payments to be made in advance of the time from the specified above for the reason that he deems himself or the payments to be insecure. If required as a prerequisite for continuing the work described herein, the balance of the payments owed under this Contract, that are in control of CLIENT, may be placed in a joint escrow account that requires the signature of both CONTRACTOR and CLIENT for withdrawal.

## Insurance

The Contractor agrees to procure and maintain in full force and effect during the term of this Contract, at its own cost, the following coverage:

- Workers' Compensation Insurance as required by the Labor Code of the State of Illinois and Employer's Liability Insurance.
- Commercial General Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) per each occurrence and ONE MILLION DOLLARS (\$1,000,000.00) general aggregate. The policy shall be applicable to all

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premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards.

- Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence, with respect to each of CONTRACTOR's owned, hired, or non-owned vehicles assigned to or used in performance of the services or work under this Contract.
- CONTRACTOR shall procure and maintain, and shall cause any Subcontractor to procure and maintain, the minimum insurance coverage listed herein. Such coverage shall be procured and maintained with forms and insurers acceptable to the CLIENT. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the CONTRACTOR pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- A Certificate of Insurance shall be completed by the CONTRACTOR's Insurance Agent(s) as evidence that policies providing the required coverage, condition, and minimum limits are in full force and effect and shall be subject to review and approval by the CLIENT prior to commencement of any services under this Contract. The Certificate shall identify this Contract and shall provide that the coverage afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the CLIENT. The Certificate shall name CLIENT, its officers, and its employees as additional insured with respect to the General Liability Insurance. The completed Certificate of Insurance shall be sent to:
 

Tom & Liz Berarducci  
4350 N Hermitage Ave  
Chicago, Illinois  
60613
- Failure on the part of the CONTRACTOR or any Subcontractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material Breach of Contract upon which the CLIENT may immediately terminate this Contract, or at its discretion, the CLIENT may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the CLIENT shall be repaid by CONTRACTOR to the CLIENT upon demand, or CLIENT may choose to offset the cost of the premium against any monies due to CONTRACTOR.
- CLIENT reserves the right to request and receive a certified copy of any policy and any endorsement thereto. CONTRACTOR agrees to execute any and all documents necessary to allow the CLIENT access to any and all insurance and endorsements pertaining to this particular job.

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- Every policy required above shall be primary insurance, and any insurance carried by the CLIENT, its officers, or its employees shall be excess and not contributory insurance to that provided by the CONTRACTOR. The CONTRACTOR shall be solely responsible for any deductible losses under the policies required above.

The CONTRACTOR shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Contract by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration or types.

- As an independent contractor, the CONTRACTOR is not entitled to Worker's Compensation benefits under the CLIENT's plan. Furthermore, the CONTRACTOR is obligated to pay federal and state income tax on any monies earned pursuant to this contractual relationship.
- The parties hereto understand and agree that the CLIENT, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Contract, the monetary limitation or any other rights, immunities, and protections provided by state and federal laws.

#### Subcontracting

CONTRACTOR agrees that, notwithstanding any agreement for materials and/or labor between the CONTRACTOR and a third party, CONTRACTOR is responsible to CLIENT for completion of all work described in a timely and workmanlike manner.

#### Construction-Related Permits

The following construction-related permits shall be necessary in order to complete the scope of the work included in this Agreement: Building, Plumbing, Electrical, Mechanical, Water, Sewer, Smoke Detector, and Gas.

The CONTRACTOR, in accordance with current state and federal laws, shall be required to apply for and obtain all construction-related permits. The CONTRACTOR shall not be deemed responsible for delays in the work described in this Agreement caused by regulatory permit granting, or inspection agencies, authorities, or individuals.

#### Modification

This Agreement, including the provisions relating to price and payment schedule, cannot be changed except by a written statement signed by both CONTRACTOR and CLIENT. However, cancellation by CLIENT is allowed in accordance with the Notice of Cancellation as outlined under Rights to Cancellation in this Agreement.

#### Rights To Cancellation

The CLIENT has the right to cancel the Agreement without any penalty or obligation within three (3) business days after signing the Contract by notifying the CONTRACTOR through ordinary posted mail, telegram, or certified mail, not later than midnight of the third business day following the signing of this Agreement.



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## Warranties

The CONTRACTOR agrees to warrant the finished project for one year beginning from the date of completion. The CONTRACTOR agrees to correct any defect during the one (1) year period in a prompt manner from the time the CONTRACTOR is notified. The CLIENT shall notify the CONTRACTOR of a defect as soon as the defect is discovered. All notices of defect shall be in writing and shall state with specificity the defect discovered.

CONTRACTOR agrees to provide CLIENT with all manufacturers' warranties, guarantees, instructional booklets, and other informative literature of the products and materials used in the construction.

No employee, agent, or subcontractor is authorized to make any representation or warranty on behalf of the CONTRACTOR other than those contained in this Agreement. This warranty is non-transferable.

## Miscellaneous Provisions

This Contract is governed by the laws of Illinois.

CONTRACTOR shall not have the right to assign this Contract. The provisions of this Contract are binding on the heirs, successors, or assignees of the parties.

The rights and remedies available under this Contract shall be in addition to any rights and remedies allowed by law.

No failure to enforce any provision of this Contract on account of any breach thereof shall be considered as a waiver of any right to enforce provisions of this Contract concerning any subsequent or continuing breach.

The terms of this Agreement shall remain in full force and effect following final payment.

## Completeness of Agreement for Execution

CLIENT is hereby advised not to sign this Agreement unless all blank sections have been filled in or marked as void, delete or as not being applicable, and until all exhibits and related or referenced documents are incorporated herein and/or attached hereto.

## Copy of Agreement to Be Given to Company/Client

This Agreement is governed by current state and federal laws. It must be executed in duplicate, and an original signed copy hereof given to the CLIENT at the time of execution. No work under this Agreement shall begin prior to the signing of this Agreement and a copy thereof transmitted to the CLIENT.

## Agreement to Arbitrate in the Event of Dispute

The CONTRACTOR and the CLIENT hereby mutually agree in advance that in the event that the CONTRACTOR has a dispute concerning this Contract, the CONTRACTOR must submit such dispute to either the American Arbitration Association or to such other private arbitration service which has been approved by the secretary of the Executive of Consumer Affairs and Business Regulations, and the consumer shall be required to submit to such arbitration as provided under current state and federal laws. The decision and award of the arbitrator shall be final. The costs of

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such proceedings shall be borne equally by both parties.


**Severability Clause**

The provisions of this Contract shall be deemed to be severable, and if any term, condition, phrase, or portion of the Contract shall be determined to be unlawful or otherwise unenforceable, the remainder of the Contract shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties.

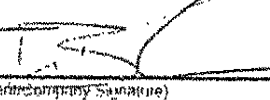
**Indemnification**

CONTRACTOR agrees to indemnify and hold harmless CLIENT and its employees, from and against all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which may arise out of or are in any manner connected with the work to be performed under this Contract, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligent acts, errors, or omissions of the CONTRACTOR, any Subcontractor of the CONTRACTOR, or any officer, employee, or agent of the CONTRACTOR. The obligations of this Section shall not apply to damages which CLIENT shall become liable by final judgment to pay to a third party as the result of the negligent act, error, or omission of CLIENT

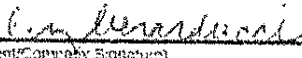
Executed as our free act and deed on 06/28/2021.

  
\_\_\_\_\_  
(Contractor Signature)

Anatoli Grama  
(Anatoli Grama)

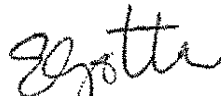
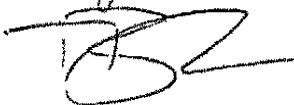
  
\_\_\_\_\_  
(Client/Company Signature)

TOM BERARDUCCI  
(Tom Berarducci)

  
\_\_\_\_\_  
(Client/Company Signature)

Liz Berarducci  
(Liz Berarducci)

**This contract shall be considered null and void if it is not signed and returned to CONTRACTOR within ten (10) business days from the date of the Contract.**

 08-31-2021  
 08/31/2021

County Clerk's Office

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## EXHIBIT B

### Gramia Construction BID

**Project:** Single Family Home Renovation / Addition

**Location:** 4350 N Hermitage Ave, Chicago, IL 60613

**Date:** May 12, 2021

**Total SF:** 4,000

**Architect:** PMPC Architects

**Prepared By:** Tony Grama

Description	Total	Cost per SF
02050 - Demolition	\$25,000	\$6.25
02200 - Excavation	\$12,000	\$3.00
03300 - Concrete	\$25,000	\$6.25
04200 - Masonry	\$15,000	\$3.75
06400 - Millwork	\$60,000	\$15.00
07400 - Roofing	\$17,500	\$4.38
08700 - Hardware	\$3,000	\$0.75
08800 - Glass & Windows	\$15,000	\$3.75
09250 - Drywall, Carpentry	\$64,334	\$16.08
09300 - Tile & Stone	\$28,500	\$7.13
09600 - Flooring	\$28,900	\$7.23
09750 - Insulation	\$18,162	\$4.54
09900 - Painting	\$14,000	\$3.50
15400 - Plumbing	\$42,500	\$10.63
15500 - HVAC	\$17,500	\$4.38
16000 - Electrical	\$41,000	\$10.25
<b>Subtotal</b>	\$437,396	\$106.85
01061 - Contingency	\$10,000	\$2.50
01000 - General Conditions	\$23,000	\$5.75
01120 - Insurance	\$4,604	\$1.15
<b>Subtotal</b>	\$465,000	\$116.25
98000 - Fee	\$35,000	\$8.75
<b>Subtotal</b>	\$500,000	\$125.00

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LOAN #: IB66542103937

## RESIDENTIAL CONSTRUCTION LOAN AGREEMENT

### Exhibit C

#### "Draw Request and Disbursement Authorization"

##### OWNER'S PAYMENT AUTHORIZATION

Escrow No \_\_\_\_\_

Address \_\_\_\_\_

Gentlemen,

The undersigned hereby authorizes and directs INLAND BANK to disburse the sum of \$24,700 requested on the Owner's General Contractor's Statement dated 08/31/2021 in accordance with the above captioned escrow project. Furthermore, the undersigned states that no additional contracts have been let since submission of the Owner's Statement referred to in the above numbered escrow.

The undersigned also authorizes and directs INLAND BANK to disburse the below mentioned amounts, if any, to those designated contractors from the above captioned escrow:

Total contract amount, amount previously paid, amount due this payment, and balance due should also be enumerated with regards to the below payment being submitted.

- 1. Architect
- 2. Surveyor
- 3. Engineer
- 4. Other -
- 5. Other -

[Signature]  
Date 08/31/2021

Egotta  
08/31/2021

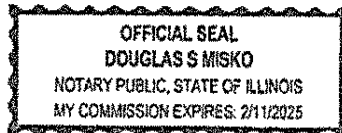
\*\*When payments to contractors other than the general contractor and sub-contractor on the project are being authorized, please have this payment authorization prepared.

Subscribed and sworn to before me this 31 day of August, 2021

[Signature]  
Notary Public

Multistate - Residential Construction Loan Agreement (Construction/Permanent Loan)  
Elite Mae, Inc.

GCNSTPAGL 0317  
GCNSTPAGL (CLS)  
08/31/2021 10:28 AM PST



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LOAN #: IB66542103937

## RESIDENTIAL CONSTRUCTION LOAN AGREEMENT

### Exhibit D

"Draw Schedule"  
"See Attached"

Property of Cook County Clerk's Office

Multistate - Residential Construction Loan Agreement (Construction/Permanent Loan)  
Elle Mae, Inc.

GCNSTPAGL 03/7  
GCNSTPAGL (CLS)  
08/31/2021 10:28 AM PST





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LOAN: IB66541802068

## RESIDENTIAL CONSTRUCTION LOAN AGREEMENT

### Exhibit D

#### SCHEDULE OF ADVANCES

Borrower's Name & Property Address	Lender's Name & Address
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Construction Item	Total Cost	Borrower Equity	Loan Commitment Amount	Holdback	Advance Amount
<b>First Advance - Stage 1 Closing</b>					
Purchase of Property					
Payout liens on Property					
Closing Costs					
Interest Reserve (to be disbursed as provided in the Construction Loan Pledge)					
Monthly Payment Reserve (to be disbursed as provided in Section 2.5.1.6 of this Agreement)					
Foundation Work					
<b>First Advance Total</b>					

<b>Second Advance - Stage 2</b>					
<b>Site Prep and Utility Service</b>					
Drilling and installation of water well or hookup to public water supply					
Installation of private septic system or hookup to public sewer system					
Grading of Property					
Install electric service					
Install gas service					
Excavation of Foundation					
Construction of foundation					
Driveway					
Walks					
Other site improvements (specify):					
OR:					
[ ] Work is % complete					
<b>Second Advance Total</b>					



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Construction Item	Total Cost	Borrower Equity	Loan Commitment Amount	Holdback	Advance Amount
<b>Fifth Advance Stage 5</b>					
<b>Exterior Finish</b>					
Walks					
Driveways					
Decorating					
Paint Trim					
Caulk					
Basement					
OR:					
[ ] Work is % complete					
<b>Fifth Advance Total</b>					

<b>Sixth Advance - Stage 6</b>					
<b>Interior Finish &amp; Completion</b>					
Shutters					
Finished Floors					
Ceramic Tile					
Bath Accessories					
Cabinetry					
Appliances					
Landscaping					
Fencing					
Cleanup					
Miscellaneous					
OR:					
[ ] Work is % complete					
<b>Sixth Advance Total</b>					

