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Illinois Anti-Predatory **Lending Database** Program

Certificate of Exemption

Doc#. 2307428057 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 03/15/2023 02:19 PM Pg: 1 of 15



Report Mortgage Fraud 844-768-1713

The property identified as:

PIN: 20-32-224-007-0000

Address:

Street:

8223 S MAY ST.

Street line 2:

City: CHICAGO

Lender: BANK OF AMERICA, N.A.

Borrower: ROBERT A REDDRICK

Loan / Mortgage Amount: \$25,000.00

State: IL This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the loan is a HELOC which is not simultaneous with a new first mortgage.

Certificate number: 69A27355-6D36-416D-A23F-590A93797CCD

Execution date: 2/17/2023

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This Instrument Prepared By BANK OF AMERICA, N A Document Imaging & Indexing 4500 Amon Carter Blvd Fort Worth, Texas 76155 Mailcode TX2-979-01-61

After Recording Return To BANK OF AMERICA, N A Document Imaging & Indexing 4500 Amon Carter Blvd Fort Worth, Texas 76155 Mailcode TX2-979-01-61

[Space Above This Line For Recording Data] -

#### MORTGAGE

#### **DEFINITIONS**

(A) "Security Instrument" means this document, which is dated February 17, 2023 , together with all Riders to this decement

(B) "Borrower" is ROBERT A REDDRICK, BONNIE JEAN PHILLIPS-REDDRICK

the party or parties who have signed this Se ur ty Instrument Borrower is the Mortgagor under this Security ins rument (C) "Lender" is Bank of America, NA

Lender is a NATIONAL BANKING ASSOCIATION and existing under the laws of THE UNITED STATES OF AMERICA
Lender's address is 100 North Tryon Street, Clailotte, North Carolina 28255

Lender is the Mortgagee under this Security Instrument

(D) "Agreement" means the Home Equity Line of Credit Agreement, signed by the Borrower.

(E) "Account" means the Home Equity Line of Credit Account pursuant to which the Lender makes Advances to the Borrower at the Borrower's direction, allowing the Borrower to reply those Advances and take additional Advances, subject to the terms of the Agreement

(F) "Credit Limit" means the maximum aggregate amount of principal that may be secured by this Security Instrument at any one time. The Credit Limit is \$25,000.00 Except to the extent prohibited by Applicable Law, the Credit Limit does not apply to interest, finance charges, and other fees and charges validly incurred by Borrower under the Agreement and this Security Instrument. The Credit Limit also does not apply to other advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

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(G) "Account Balance" is the total unpaid principal of the Account, plus earned but unpaid finance charges outstanding fees, charges, and costs.  (H) "Maturity Date" is the date on which the entire Account Balance under the Agreement is due. The entire Account Balance on your Account, as defined in the Agreement and this Security Instrument, is due on February 17, 2053
(I) "Property" means the Property that is described below under the heading "Transfer of Rights in the Property"
(J) "Secured Debt" means  (1) All amounts due under your Account, including charges, and costs incurred under the terms of this substitutions or renewals thereof
(2) Any advances made and expenses incurred by Lender under the terms of this Security Instrument (K) "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].
☐ 1-4 Family ☐ Condominium Rider ☐ Escrow Rider ☐ Second Home ☐ Planned Unit Development Rider ☐ Mortgage Insurance Rider ☐ Other(*)
(L) "Applicable Yav" 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
(M) "Community Associatio Dues, Fees, and Assessments" means all dues, fees, assessments and other charges
that are imposed on Borrow r or the Property by a condominium association, homeowners association or similar
organization (N) "Electronic Funds Transfer" in cans 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 auti orize a financial institution to debit or credit an account. Such term
includes, but is not limited to, point-of-sile transfers, automated teller machine transactions, transfers initiated by
telephone, wire transfers, and automated clearinghouse transfers  (O) "Miscellaneous Proceeds" means any configuration, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid trace; the coverages described in Section 5) for (i) damage to, or destruction of, the Property, (ii) condemnation or oil or taking of all or any part of the Property; (iii) conveyance in lieu of condemnation, or (iv) misrepresentations of, or conscious as to, the value and/or condition of the Property.  (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 Agreement and/or this Security Instrument  (Q) "Approved Prior Loan" means a lien which is and which and acknowledges and agrees will continue to have priority over the lien created by this Security Instrument
TRANSFER OF RIGHTS IN THE PROPERTY
This Security Instrument secures to Lender (i) the repayment of the I oan, 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 on I convey to Lender and Lender's successors and assigns the following described property located in the  COUNTY of COOK
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
ROBERT & REDDRICK/995223201613410  ILLINOIS HOME EQUITY LINE OF CREDIT MORTGAGE  INCOMPANY OF THE PROPERTY OF
ILHESI BOA 07/18/22 Page 2 of 13

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SCHEDULE A ATTACHED HERETO AND MADE A PART OF.

which currently has the address of

8223 S MAY ST

CHICAGO [City]

ILLINOIS

[Street]

606203112 ("Property Address")

TOGETHER WITH all the improvements now or hereafter creeted 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 Scientify Instrument. All of the foregoing is referred to in this Security Instrument as the "Property"

BORROWF: COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grap, and convey the Property and that the Property is unencumbered, except for encumbrances of record Borrower war and will defend generally the title to the Property against all claims and demands, subject to any encumbrance, of record

ADVANCES During the Draw Period described in the Agreement, the Borrower may repeatedly take and repay any advances that Levide makes to Borrower under the terms of the Agreement and this Security Instrument, subject to the terms that the Agreement and this Security Instrument impose. The Agreement and this Security Instrument will remain in full core and effect notwithstanding that the Account Balance under the Agreement may occasionally be reduced to an amount of equal to or less than zero.

Any amounts that Lender advances to Borrower in excess of the Credit Limit will be secured by the terms of this Security Instrument unless applicable 1 w prohibits the same. Lender shall not be obligated to increase the Credit Limit formally or to make additional Advances in excess of the Credit Limit stated in the Agreement even though the Credit Limit has been exceeded one or more 1 ms. The Draw Period may or may not be followed by a Repayment Period, as described in the Agreement, during winch additional Advances are not available. During both the Draw Period and the Repayment Period the Lender in y at its option, make Advances from the Account to pay fees, charges, or credit insurance premiums due under the 1 greement or this Security Instrument, or make other Advances as allowed by this Security Instrument

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 coverent and agree as follows

1. Payment of Secured Debt. Borrower shall pay when dotall Secured Debt in accordance with the Agreement and this Security Instrument. All payments shall be made in U.S. currency. However, if any check of other instrument received by Lender as payment under the Agreement of Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Agreement of Security Instrument be by a method of Lender's choosing. These methods include, but are not linered to (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) Birchanic Funds Transfer

Payments are deemed received by Lender when received at the location designo'. I in the Billing Statement of at such other location as may be designated by Lender in accordance with the notice provisions provided in Section 15. Lender may return any payment or partial payment if the payment or partial payment it are insufficient to bring the Account current. Lender may accept any payment or partial payment insufficient to bring the Account current without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the

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future No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Agreement and this Security Instrument or performing the covenants and agreements secured by this Security Instrument

- 2. Application of Payments or Proceeds. All payments accepted by Lender shall be applied to the Secured Debt under this Security Instrument as provided in the Agreement unless Applicable Law provides otherwise. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Agreement shall not extend or postpone the due date, or change the amount, of the Minimum Payment.
- 3. Funds for Escrow Items. Borrower shall not be required to pay into escrow amounts due for taxes assessments, leasehold payments, or other insurance premiums unless otherwise agreed in a separate writing
- 4. Charges; Liens; Prior Security Interests. 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 a manner provided in Section 3.

Borrower shall promptly discharge any lien, other than the Approved Prior Loan, 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 preven 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, carre than the Approved Prior Loan, 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 in this Section.

Lender may require Borro ver to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with the Agreement Borrower shall pay when due, or shall cause to be paid when due all sums required under the loan documents evidencing the Approved Prior Loan and shall perform or cause to be performed all of the covenants and agreements of Borrower or the obligor set forth in such loan documents. All of Lender's rights under this Covenant shall be subject to the rights of the Holder of the Approved Prior Loan.

5. Property Insurance. Borrows I shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazi rds included within the term "extended coverage," and any other hazard including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deduction levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can the red during the term of the Agreement. The insurance carried providing the insurance shall be chosen by Borrower's object 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 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 Manage or Manage or 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, I ender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to princhase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or night not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or hability 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 shall become additional Secured Debt of Borrower and secured by this Security Instrument. These amounts shall be subject to the terms of the Agreement and the Security Instrument.

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 mortgagee clause, and shall name Lender as mo tgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificate. If I ander requires

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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 mortgagee clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Agreement up to the amount of the outstanding Agreement Account Balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender Lender may make proof of loss if not made promptly by Borrower Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lende 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 agreemen is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not b 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 proceed shall be applied to the Secured Debt secured by this Security Instrument, whether or not then due, with the excess If any, paid to Bohower 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 Do newer 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 each, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrowe's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Agreement 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 restor the Property or to pay amounts unpaid under the Agreement or this Security Instrument, whether or not then due

- Occupancy. Borrower shall c cupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of the Agreement and Security Instrument
- Preservation, Maintenance and Projection 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 no Borrower resides on the Property, Borrower shell nauntain 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 pro inptly 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 restoiation 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 Borrow.r', 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 Home Equity Line of Credit Application Process; Default. Borrower shall be in default if, during the Account application process, or at any time during the term of the Agre-ment, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false misleading, or inaccurate information or statements to Lender (or failed to provide Lender v.h material information) in connection with the Account Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence

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Borrower is also in default if 1) Borrower engages in fraud or makes a material misrepresentation at any time in connection with Borrower's Account, 2) Lender does not receive the full amount of any Minimum Payment due or Borrower fails to meet any of the other repayment terms of the Agreement, 3) Borrower's action or inaction adversely affects the Property or Lender's rights in it Examples of these actions or inactions include, but are not limited to. a) Borrower's death, if Borrower is the sole person on the Account, or the death of all but one borrower which adversely affects Lender's security, b) Illegal use of the Property, if such use subjects the Property to seizure, c) Transfer of all or part of the Borrower's interest in the Property without Lender's written consent, d) All or part of the Property is taken by condemnation or eminent domain, e) Foreclosure of any senior lien on the Property, f) Failure to maintain required insurance on the Property, g) Waste or destructive use of the Property which adversely affects Lender's security, h) Failure to pay taxes or assessments on the Property, i) Permitting the creation of a senior lien on the Property other than an Approved Prior Loan, j) Filing of a judgment against Borrower, if the amount of the judgment and collateral subject to the judgment is such that Lender's security is adversely affected

Lender may, at its option, take lesser actions than those described at the beginning of this Section. Such lesser actions may include, without limitation, suspending Borrower's Account and not allowing Borrower to obtain any further Advances, reducing Borrower's Credit Limit, and/or changing the payment terms on Borrower's Account If Lender takes any such actions, this shall not constitute an election of remedies or a waiver of Lender's right to exercise any rights or remedies under the remainder of this Section, the remaining provisions of the Agreement, the Security Includent, or at law or in equity. Lender may take action under this Section only after complying with any notice or cure provisions required under Applicable Law. In the event Lender elects not to terminate the Account or take any lesser action as provided in this Section, Lender does not forfeit or waive its right to do so at a later time if any of the circumstages described above exists at that time.

Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perfend the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might sign ficently affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in backruptcy, 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 an I p y 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 Prope cy Lender's actions can include, but are not limited to (a) paying any Secured Debt secured by a lien which has priority over this Security Instrument, (b) appearing in court, and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding in ender may without notice, perform or cause to be performed any covenant of Borrower in this Security Instrument, and Borrower appoints Lender as attorney in fact to sign Borrower's name 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 this action, Lender does not have to do so and is not under any duty or obligation to do so (It); agreed that Lender incurs no liability for not taking any or all actions authorized under this Section

Any amounts disbursed by Lender under this Section shall be one additional Secured Debt of Borrower secured by this Security Instrument, payable according to the terms of the Accement and this Security Instrument. These amounts shall bear interest at the Agreement 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 shill 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 at a 15 the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing

- 10. Mortgage Insurance. Borrower is not required to obtain Mortgage Insurance inless otherwise agreed in writing
- 11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned of and shall be paid to Lender.

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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 Secured Debt 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 the Agreement and this Security Instrument.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the Secured Debt secured by this Security Instrument, whether or not then due, with the excess, if any, pard 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 Secured Debt secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless corrected by the 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 Secured Debt 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 Borrow.

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 Secured Debt 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 Secured Debt secured by this Security Instrument whether or not the sums are then Jue

If the Property is abandoned by Jorrower, 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, and 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 Secured Debt secured by this Security Instrument, whether or not then due "Opposing Party" incluse 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 of proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or ther material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can sure 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 a find shall be paid to Lender.

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

12. Borrower Not Released; Forbearance By Lender Not a Wan er. Extension of the time for payment or modification of amortization of the Secured Debt secured by this Security Instrument granted by Lender to 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, vi hout limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or 11 an ounts 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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13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agree that Borrower's obligations and liability shall be joint and several However, any Borrower who co-signs this Securit Instrument but does not execute the Agreement (a "co-signer") (a) is co-signing this Security Instrument only t 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 Secured Debt 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 term of this Security Instrument or the Agreement without the co-signer's consent

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower' obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's right and benefits under this Security Instrument Borrower shall not be released from Borrower's obligations and hability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender

14. Agreement/Account 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 no be construed as a prohibition on the charging of such fee Lender may not charge fees that are expressly prohibited by this Securary I istrument or by Applicable Law

If the Account is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or othe. Account charges collected or to be collected in connection with the Account exceed the permittee limits, then (a) any such Account 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 Agreement or by making a direct payment to Forrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any propryment charge (whether or not a prepayment charge is provided for under the Agreement) Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waive 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 comection with this Security Instrument shall be deemed to have been give to Borrower when mailed by first class in all or when actually delivered to Borrower's notice address if sent by other means Notice to any one Borrower shall con at it notice to all Borrowers unless Applicable Law expressly require otherwise The notice address shall be the P. o. re. ty Address unless Borrower has designated a substitute notice address by notice to Lender Borrower shall promoty 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 disignated notice address under this Security Instrumen at any one time Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender 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 beer 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 S county 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 such, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any prevision or clause of this Security Instrument or the Agreement conflicts with Applicable Law, such conflict shall act affect other provisions of the Security Instrument or the Agreement 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 Agreement and of this Security Instrument

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18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section, "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.

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 any power of sale contained in 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 the Security Instrument Those conditions are that Borrower (a) pays Lender or causes Lender to be paid all sums which then would be due under this Security Instrument and the Agreement as if no acceleration had occurred, (b) cures an / default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this Security Instrument, ir cluding, 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 Ir strument, and Borrower's obligation to pay the Secured Debt secured by this Security Instrument, shall continue un the need, 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) cert iet check, bank check, treasurer's check or cashier's check, provided any sucl check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity, or (d Electronic Funds Transfer Upon reinstate nent 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. Change of Servicer; Notice of Grice are. The Agreement or a partial interest in the Agreement (togethe with this Security Instrument) can be sold one of rioge times without prior notice to Borrower A sale might resul in a change in the entity (known as the "Servicer") that collects the amounts due under the Agreement and this Security Instrument and performs other mortgage loan servicing obligations under the Agreement, this Security Instrument and Applicable Law There also might be one or more changes of the Servicer unrelated to a sale of the Agreement If the Agreement is sold and thereafter the Agreement is serviced by a Servicer other than the purchaser of the Agreement, the servicing obligations to Borrower will remain with the Servicer or be transferred to a successor Servicer and are not assumed by the Agreement purchaser unless, cherwise provided

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individua litigant or the member of a class) that arises from the other party's action, pursuant to this Security Instrument or the 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 and allowed the other party (with such notice given i compliance with the requirements of Section 15) of such alleged breach and reasonable time 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 resuant 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 (a) "Hazardous Substances" (r) those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following sucstances gasoline kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, vola ile solvents, materials

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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, (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 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 or used 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 office, remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all near soary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lendal for on Environmental Cleanup

NON-UNIFORM CO'ENANTS. Borrower and Lender further covenant and agree as follows

22. Acceleration; Remidies. Lender shall give notice as required by Applicable Law prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument or the Agreement (but not prior to acceleration under Section 18 of the Security Instrument unless Applicable Law provides otherwise), Lender at its option may require in mediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable a to neys' fees and costs of title evidence

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any art of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcels, the Property by public announcement at the time and place of any previously scheduled sale. Lender or its of the property at any sale.

Trustee shall deliver to the purchaser Trustee's deed con'e ing the Property without any covenant of warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) my excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security in it innent, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may change Dorrower 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 he by releases and waives all rights under and by virtue of the Illinois homestead exemption laws

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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 Lende 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

Revolving Credit. Mortgagee is obligated to advance monics pursuant to the terms of a revolving credit arrangement This Mortgage secures advances so made, regardless of whether the monies are advanced or applied

within 18 months of recording this Security Instrument

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MORTGAGEE I	REQUESTS NOTI	CE OF ANY ADVERSE ACTION ER TAKES WITH REGARD TO	
THAT A PRIOR	TY LIEN HOLD Y, INCLUDING I	DEFAULT AND FORECLOSURE	
BY SIGNING BELOW, Borrov Instrument and in any Rider executed	wer accepts and agr	ees to the terms and covenants contactorded with it	ined in this Security
ROBERT A REODRICK	(Seal) -Borrower	Boun Bills BONNIE JEAN PHILLIPS-REDDRICK	-Borrower
	(Seal) -Borrower		(Seal) -Borrower
Q	(Seal)		(Seal) -Borrower
		Clark's	
		75	1% Doc Magic
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[Space Below This Line For Acknowledgment]
State of Illmois
County of COOK
The foregoing instrument was acknowledged before me this <u>February 17, 2023</u> (date)
by ROBERT A REDDRICK, BONNIE JEAN PHILLIPS-REDDRICK
• 20
Signature of Person Taking Acknowledgment
"OFFICIAL SEAL" DENNIS DALE Notary Public - State of Illinois  Le ptionship Manaceo
My Commission Expires October 19, 2023
(Scal) Serial Number, if any
40.
(Scal)  Serial Number, if any
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#### Schedule A

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO-WIT:

LOT 28 IN BLOCK 24 IN CHESTER HIGHLANDS 5TH ADDITION TO AUBURN PARK IN THE SOUTH WEST HALF OF THE NORTH EAST HALF OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUBJECT TO BUILDING LINES, EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD.

TAX ID: 20-32-224-007-0000

THIS BEING THE SAME PROPERTY CONVEYED TO ROBERT A. REDDRICK BY DEED FROM CYNTHIA BAILEY, NEE CYNTHIA REDDRICK DATED OCTOBER 2, 2013 AND RECORDED OCTOBER 4, 2013 UNDER INSTRUMENT NO.1327762009 OF THE COOK COUNTY, IL RECORDER'S OFFICE.