Illinois Anti-Predatory Lending Database **Program** 

Certificate of Exemption

Karen A. Yarbrough Cook County Clerk

Date: 07/07/2023 04:04 PM Pg: 1 of 14



Report Mortgage Fraud 844-768-1713

The property identified as:

PIN: 10-32-125-011-0000

PT23-925093/3

Address:

Street:

7021 N Mcalpin Ave

Street line 2:

City: Chicago

**ZIP Code: 60646** 

Lender: GreenState Credit Union

Borrower: GAVIN M LAMB AND CRISTIN E KELLY AS TRUSTELS OF THE GAVIN M. LAMB AND CRISTIN E KELLY

REVOCABLE TRUST DATED 03/28/2023

Loan / Mortgage Amount: \$163,200.00

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

Certificate number: 60252226-05EC-4A7A-800C-6BFB04C874B0

Execution date: 6/28/2023

2318855274 Page: 2 of 14

# **UNOFFICIAL COPY**

When recorded, return to: GreenState Credit Union Attn: Mortgage (le) artment 2355 Landon Road P.O. Box 800 North Liberty, IA 52317 800-397-3790

This instrument was prepared by: Chris Mason GreenState Credit Union 2355 Landon Rd North Liberty, IA 52317 319-339-1000

Title Order No.: PT23-92509-1

LOAN #: EQ80241013

#### MORTGAGE

THIS MORTGAGE is made this 28th day of June, 2023 between the Mortgagor, GAVIN M LAMB AND CRISTIN E KELLY AS TRUSTEES OF THE GAVIN M. LAMB AND CRISTIN E KELLY REVOCABLE TRUST DATED 03/28/2023

)x Cook C

(herein "Borrower"), and the Mortgagee,

GreenState Credit Union, a State Chartered Credit Union,

existing under the laws of Iowa, 2355 Landon Road, P.O. Box 800, North Liberty, IA 52317

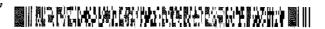
organized and whose address is

(herein "Lender"). WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$163,200.00, which indebtedness is evidenced by Borrower's note dated **June 28, 2023** and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on **July 5, 2038**.

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Page 1 of 7

ILLSECDE 1221 ILLSECDE (CLS) 06/26/2023 09:58 AM PST

PROPER TITLE, LLC



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## **UNOFFICIAL COPY**

LOAN #: EQ80241013

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the **County** 

[Type of Recording Jurisdiction] Of Cook

[Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".

APN #: 10-32-125-011-0000

which has the address of 702% 11 Mcalpin Ave, Chicago,

[Street] [City]

Illinois 60646

(herein 'Property Address");

[ZIP Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and renfs all of which shall be rice med to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 coveriants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

- 1. Payment of Principal and Interest. Borrower shall promotly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Morroage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be attributed to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so helding and applying the Funds, analyzing said account or verifying and complling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

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## **UNOFFICIAL COPY**

LOAN #: EQ80241013

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.
- 4. Prior Methages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenan s to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.
- 5. Hazard Insurance. Be nower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, haz true included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower ails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's action either to restoration or repair of the Property or to the sums secured by this Mortgage.

- 6. Preservation and Maintenance of Property; Leaseholds, Concominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit was e or nermit impairment or deterioration of the Property. If this Mortgage 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. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Porrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, and constituent documents.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

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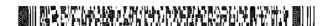


LOAN #: EQ80241013

- 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.
- 10. 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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower was co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.
- 12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other a idress as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by cratined mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 14. Borrower's Copy. Borrower shall be furnished a conformed copy of the No'e and of this Mortgage at the time of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, all ender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.
- 16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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

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LOAN #: EQ80241013

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

- 17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.
- 18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's bleach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other coverants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) bor ower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
- 19. Assignment of Rents; Appointment of Regioner. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abanconment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but notify inited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

- 20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
  - 21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.
- 22 Riders All Riders to this document are executed by Borrower The following Riders are to be executed by the

| EE, INGOIS IS BID I               | securion are executed by Berroner. The r        | chewing inverse are to be exceeded by the |
|-----------------------------------|---|---|
| Borrower [check box as applicable | e]:   |   |
| Adjustable Rate Rider             | Condominium Rider                               | Second Homo Rider                         |
| ☐ Balloon Rider                   | Planned Unit Development Rider                  | ▼ Other(s) [specify]                      |
| ☐ 1-4 Family Rider                | ☐ Biweekly Payment Rider                        | Fixed Interest Rate Rider, Inter          |
| ·                                 |   | Vivos Trust Rider                         |
|                                   |   |   |
|                                   |   |   |
|                                   | REQUEST FOR NOTICE OF DEFAU                     |   |
|                                   | <ul> <li>AND FORECLOSURE UNDER SUPER</li> </ul> | RIOR                                      |
|                                   | MORTGAGES OR DEEDS OF TRUS                      | ST  |

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

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## **UNOFFICIAL CO**

LOAN #: EQ80241013

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

(Seal) GAVIN M LAMB, AS TRUSTEE OF THE GAVIN M. LAMB AND CRISTIN E KELLY **REVOCABLE TRUST UNDER TRUST INSTRUMENT DATED 03/28/2023** CRISTIN E KELLY, AS TRUSTEE OF THE GAVIN M. LAMB AND CRISTIN E KELLY KE OCABLE TRUST UNDER TRUST INSTRUMENT DATED 03/28/2023

BY SIGNING BELOW to a undersigned, Settlor(s) of The Gavin M. Lamb and Cristin E Kelly Revocable Trust under trust instrument dated 33/28/2023, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto ar a agrees to be bound thereby.

**GAVIN M LAMB** 

(SEAL) TRUST SETTLOR

CRISTIN E KELLY

(SEAL) TRUST SETTLOR

State of ILLINOIS **County of COOK** 

Juny Cla This instrument was acknowledged before me on JUNE 28, 2023 (date) by GAVIN M LAMB AND CRISTIN E KELLY.

(Seal)

Signature of Motary Public

MAKSIM MATUSEVICH Official Seal Notary Public - State of Illinois My Commission Expires Dec 17, 2025

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# **UNOFFICIAL COPY**

LOAN #: EQ80241013

Lender: GreenState Credit Union

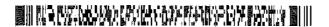
NMLS ID: 401238

Loan Originator: Patrick McClain

NMLS ID: 755881



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### **Exhibit A - Legal Description**

THAT PART OF THE NORTH WESTERLY HALF OF LOT 22 IN THE SUBDIVISION OF VICTORIA POTHIERS RESERVATION IN TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH EASTERLY LINE OF NORTH LEOT) AVENUE WITH THE SOUTH EASTERLY LINE OF NORTH MCALPIN AVENUE AS DESCRIBED IN DOCUMENT 12463416 RECORDED APRIL 12, 1940 IN THE COOK COUNTY RECORDER'S OFFICE; THENCE NORTH EASTERLY ALONG SAID SOUTH EASTERLY LINE OF NORTH MCALPIN AVENUE, A DISTANCE OF 160.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH EASTERLY ALONG SAID SOUTH EASTERLY LINE OF NORTH MCALPIN AVENUE, A DISTANCE OF 60.0 FEET, THENCE SOUTH EASTERLY ALONG A LINE PARALLEL TO THE NORTH EASTERLY LINE OF NORTH LEOTI AVENUE, A DISTANCE OF 125.0 FEET; THENCE SOUTH WESTERLY ALONG A LINE PARALLEL TO THE SAID SOUTH EASTERLY LINE OF THE NORTH MCALPIN AVENUE, A DISTANCE OF 60.0 FEET THENCE ALON DE OF 12.

CONTROL CONTRO NORTH WESTERLY ALONG A LINE PARALLEL TO THE SAID NORTH EASTERLY LINE OF NORTH LEOTI AVENUE, A DISTANCE OF 125.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Legal Description PT23-92509/111

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### **UNOFFICIAL COPY**

LOAN #: EQ80241013

#### FIXED INTEREST RATE RIDER

Second Mortgage

THIS Fixed Interest Rate Rider is made this **28th** day of **June**, **2023** and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **GreenState Credit Union** 

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 7021 N Mcalpin At e Chicago, IL 60646

Fixed Interest Rate R acr COVENANT. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that the second paragraph of the Security Instrument is deleted and replaced by the following:

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$163,200.00 which indebtedness is evidenced by Borrower's note date. June 28, 2023 and extensions and renewals thereof (herein "Note"), providing for monthly instruments of principal and interest at the rate of 7.375 with the balance of indebtedness, if not sooner paid, due and payable on July 5, 2038.

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

GAVIN M LAMB, AS TRUSTEE OF THE GAVIN M. LAM 3 AND CRISTIN E KELLY REVOCABLE TRUST UNDER TRUST INSTRUMENT DATE: 0.3/28/2023

123

(Seal)

CRISTIN E KELLY, AS TRUSTEE OF THE GAVIN M. LAMB AND CRISTIN E KELLY

REVOCABLE TRUST UNDER TRUST INSTRUMENT DATED 03/28/2023

IL - Fixed Interest Rate Rider - Second Mortgage ICE Mortgage Technology, Inc.

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## **UNOFFICIAL COPY**

LOAN #: EQ80241013

BY SIGNING BELOW, the undersigned, Settlor(s) of The Gavin M. Lamb and Cristin E Kelly Revocable Trust under trust instrument dated 03/28/2023, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

| S. J. MI         | (SEAL) TRUST SETTLOR |
|------------------|----------------------|
| GAVIN M LAMB     |                      |
| CRISTIN E KELLY  | (SEAL) TRUST SETTLOR |
| O <sub>4</sub> C |                      |
| County           |                      |
|                  | 945                  |
|                  |                      |

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## **UNOFFICIAL COPY**

LOAN #: EQ80241013

### INTER VIVOS REVOCABLE TRUST RIDER

| <b>DEFINITIONS</b> | <b>USED</b> | IN THIS  | RIDER |
|--------------------|-------------|----------|-------|
| (A)"Revoca         | able Tru    | ust" mea | ns T  |

The Gavin M. Lamb and Cristin E Kelly Revocable

Trust

created under trusconstrument dated March 28, 2023

(B) "Revocable Trus Tustee(s)" means Gavin M Lamb AND Cristin E Kelly

trustee(s) of the Revocable Trust.

(C) "Revocable Trust Settlor(s)" means Gavin M Lamb AND Cristin E Kelly

settlor(s) of the Revocable Trust.

(D)"Lender" means GreenState Credit Union, a State Chartered Credit Union

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

(F) "Property" means the property described in the Security Instrument and located at: 7021 N Mcalpin Ave

Chicago, IL 60646

THIS INTER VIVOS REVOCABLE TRUST RIDER is made this 28th day of June, 2023 and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

Multistate Inter Vivos Revocable Trust Rider ICE Mortgage Technology, Inc.

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GIVTRLU 0915 GIVTRLU (CLS) 06/26/2023 09:58 AM PST



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## UNOFFICIAL COPY

LOAN #: EQ80241013

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

A. ADDITIONAL BORROWER(S)

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

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

GAVIN M LAMB, AS TRUSTEE OF THE GAVIN M. LAMB AND CRISTIN E KELLY REVOCABLE TRUST UNDER TRUST INSTRUMENT D/ATPID 03/28/2023

CRISTIN E KELLY, AS TRUSTEE OF THE GAVIN M. LAMB AND CRISTIN E KELLY

REVOCABLE TRUST UNDER TRUST INSTRUMENT DATED 03/28/2023

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LOAN #: EQ80241013

BY SIGNING BELOW, the undersigned, Settlor(s) of The Gavin M. Lamb and Cristin E Kelly Revocable Trust under trust instrument dated 03/28/2023, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

(SEAL) TRUST SETTLOR GAVIN M LAMB FOOT COUNTY CLEATS OFFICE (SEAL) TRUST SETTLOR CRISTIN E KELLY

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