

UNOFFICIAL COPY

Illinois Anti-Predatory Lending Database Program

Doc#: 2319933424 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 07/18/2023 01:48 PM Pg: 1 of 17

Certificate of Exemption



3/3

Report Mortgage Fraud

844-768-1713

23 GMW 72043516

The property identified as: PIN: 13-35-321-051-0000

Address:

Street: 1759 N. Monticello Ave 1

Street line 2:

City: Chicago

State: IL

ZIP Code: 60647

Lender: Greenstate Credit Union

Borrower: Jennifer Rose Stuart and Robert Thomas Ellis as Trustees of the Stuart-Ellis Living Trust dated 8/25/2022

Loan / Mortgage Amount: \$180,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 7770 et seq. because the application was taken by an exempt entity or person.

Certificate number: 9FAB3A8E-45C0-4C6A-9830-EDADC07ED684

Execution date: 7/17/2023

UNOFFICIAL COPY

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

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

LOAN #: EQ80243058

MORTGAGE

THIS MORTGAGE is made this 17th day of July, 2023 between the Mortgagor,
JENNIFER ROSE STUART AND ROBERT THOMAS ELLIS AS TRUSTEES OF THE STUART-ELLIS LIVING TRUST
DATED 08/25/2022

(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. \$180,000.00, which indebtedness
is evidenced by Borrower's note dated July 17, 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 August 5, 2038.



UNOFFICIAL COPY**LOAN #: EQ80243058**

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 #: 13-35-321-051-0000**which has the address of **1753 N Monticello Ave 1, Chicago,**

[Street] [City]

Illinois 60647 (herein "Property Address");

[ZIP Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed 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 seized 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 covenants 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 agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly 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 Mortgage 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 obligated 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 holding and applying the Funds, analyzing said account or verifying and compiling 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.



UNOFFICIAL COPY

LOAN #: EQ80243058

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 Mortgages 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 covenants 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. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards 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 fails 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 option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit 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 Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of 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.



UNOFFICIAL COPY

LOAN #: EQ80243058

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 who 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 address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified 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 Note 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, at Lender'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.



UNOFFICIAL COPY

LOAN #: EQ80243058

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 breach, 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 covenants 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) Borrower 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 Receiver. 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 abandonment 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 not limited 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 Borrower [check box as applicable]:

- | | | |
|--|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | Fixed Interest Rate Rider, Inter
Vivos Trust Rider |

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

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.



UNOFFICIAL COPY

LOAN #: EQ80243058

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Jennifer Stuart 7-17-23 (Seal)
 JENNIFER STUART, AS TRUSTEE OF THE STUART-ELLIS LIVING TRUST UNDER DATE
 TRUST INSTRUMENT DATED 08/25/2022

[Signature] 07/17/2023 (Seal)
 ROBERT T ELLIS, AS TRUSTEE OF THE STUART-ELLIS LIVING TRUST UNDER DATE
 TRUST INSTRUMENT DATED 08/25/2022

BY SIGNING BELOW, the undersigned, Settlor(s) of THE STUART-ELLIS LIVING TRUST under trust instrument dated 08/25/2022, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

Jennifer Stuart (SEAL) TRUST SETTLOR
 JENNIFER STUART

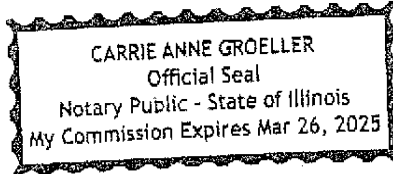
[Signature] (SEAL) TRUST SETTLOR
 ROBERT T ELLIS

State of ILLINOIS
County of COOK

This instrument was acknowledged before me on JULY 17, 2023 (date) by JENNIFER STUART AND ROBERT T ELLIS.

(Seal)

 Signature of Notary Public



UNOFFICIAL COPY

LOAN #: EQ80243058

Lender: GreenState Credit Union
NMLS ID: 401238
Loan Originator: Mike Pacholski
NMLS ID: 755954

Property of Cook County Clerk's Office



UNOFFICIAL COPY

LOAN #: EQ80243058

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 17th day of July, 2023, 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 Note to GreenState Credit Union, a State Chartered Credit Union

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 1753 N Monticello Ave 1, Chicago, IL 60647

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

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

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

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

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

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:



UNOFFICIAL COPY

LOAN #: EQ80243058

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

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

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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



UNOFFICIAL COPY

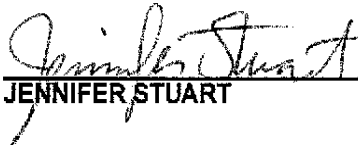
LOAN #: EQ80243058


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


 _____ 7-17-23 (Seal)
 JENNIFER STUART, AS TRUSTEE OF THE STUART-ELLIS LIVING TRUST UNDER TRUST INSTRUMENT DATED 08/25/2022 DATE


 _____ 07/17/2023 (Seal)
 ROBERT T ELLIS, AS TRUSTEE OF THE STUART-ELLIS LIVING TRUST UNDER TRUST INSTRUMENT DATED 08/25/2022 DATE

BY SIGNING BELOW, the undersigned, Settlor(s) of THE STUART-ELLIS LIVING TRUST under trust instrument dated 08/25/2022, 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
 JENNIFER STUART


 _____ (SEAL) TRUST SETTLOR
 ROBERT T ELLIS



UNOFFICIAL COPY

LOAN #: EQ80243058

FIXED INTEREST RATE RIDER Second Mortgage

THIS Fixed Interest Rate Rider is made this **17th** day of **July, 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:
**1759 N Monticello Ave 1
Chicago, IL 60647**

Fixed Interest Rate Rider 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. **\$180,000.00** which indebtedness is evidenced by Borrower's note dated **July 17, 2023** and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest at the rate of **7.500 %** with the balance of indebtedness, if not sooner paid, due and payable on **August 5, 2038**.

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



JENNIFER STUART, AS TRUSTEE OF THE STUART-ELLIS LIVING TRUST UNDER DATE
TRUST INSTRUMENT DATED 08/25/2022 **7-17-23 (Seal)**



ROBERT T ELLIS, AS TRUSTEE OF THE STUART-ELLIS LIVING TRUST UNDER DATE
TRUST INSTRUMENT DATED 08/25/2022 **07/17/23 (Seal)**



UNOFFICIAL COPY

LOAN #: EQ80243058

BY SIGNING BELOW, the undersigned, Settlor(s) of THE STUART-ELLIS LIVING TRUST under trust instrument dated 08/25/2022, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.


JENNIFER STUART

(SEAL) TRUST SETTLOR


ROBERTT ELLIS

(SEAL) TRUST SETTLOR

Property of Cook County Clerk's Office



UNOFFICIAL COPY

LOAN #: EQ80243058

INTER VIVOS REVOCABLE TRUST RIDER

DEFINITIONS USED IN THIS RIDER

(A) "Revocable Trust" means **THE STUART-ELLIS LIVING TRUST**

created under trust instrument dated **August 25, 2022**

(B) "Revocable Trust Trustee(s)" means **Jennifer Stuart AND Robert T Ellis**

trustee(s) of the Revocable Trust.

(C) "Revocable Trust Settlor(s)" means **Jennifer Stuart AND Robert T Ellis**

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: **1759 N Monticello Ave 1
Chicago, IL 60647**

THIS INTER VIVOS REVOCABLE TRUST RIDER is made this **17th** day of **July, 2023** and is incorporated into and shall be deemed to amend and supplement the Security Instrument.



UNOFFICIAL COPY

LOAN #: EQ80243058

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)

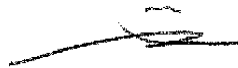
The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust Trustee(s), the Revocable Trust Settlor(s), and the Revocable Trust, jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein and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

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



7-17-23 (Seal)

JENNIFER STUART, AS TRUSTEE OF THE STUART-ELLIS LIVING TRUST UNDER TRUST INSTRUMENT DATED 08/25/2022 DATE



07/17/23 (Seal)


ROBERT T ELLIS, AS TRUSTEE OF THE STUART-ELLIS LIVING TRUST UNDER TRUST INSTRUMENT DATED 08/25/2022 DATE




UNOFFICIAL COPY

LOAN #: EQ80243058

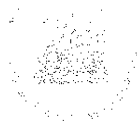
BY SIGNING BELOW, the undersigned, Settlor(s) of THE STUART-ELLIS LIVING TRUST under trust instrument dated 08/25/2022, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.


 _____ (SEAL) TRUST SETTLOR
 JENNIFER STUART


 _____ (SEAL) TRUST SETTLOR
 ROBERT T ELLIS



UNOFFICIAL COPY



CHICAGO TITLE
COMPANY

EXHIBIT A

Order No.: 23GNW720431SK

For APN/Parcel ID(s): 13-35-321-051-0000

PARCEL 1: THAT PART OF LOT 46 IN BLOCK 1 IN MARY A. REID'S SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 AND EXCEPT THE RAILROAD), IN COOK COUNTY, ILLINOIS, ALL TAKEN AS A TRACT, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 01 DEGREES 44 MINUTES 57 SECONDS EAST ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 3.78 FEET; THENCE NORTH 88 DEGREES 42 MINUTES 17 SECONDS EAST, A DISTANCE OF 64.70 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 42 MINUTES 17 SECONDS EAST, A DISTANCE OF 34.5 FEET; THENCE SOUTH 01 DEGREES 17 MINUTES 43 SECONDS EAST A DISTANCE OF 31.00 FEET; THENCE SOUTH 88 DEGREES 42 MINUTES 17 SECONDS WEST, A DISTANCE OF 34.50 FEET; THENCE NORTH 01 DEGREES 17 MINUTES 43 SECONDS WEST, A DISTANCE OF 31.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2: NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AND OTHER PROPERTY FOR INGRESS AND EGRESS AS SET FORTH IN AND CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS RECORDED MAY 3, 2017 AS DOCUMENT NO. 1712316071 FOR THE OUTLOOK TOWNHOME ASSOCIATION.