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Illinois Anti-Predatory
Lending Database
Program *H85999*

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



Doc# 2322322018 Fee \$88.00

RHSP FEE: \$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 08/11/2023 11:23 AM PG: 1 OF 9

The property identified as: PIN: 09-27-424-024-0000

Address:

Street: 4 N. Home Ave

Street line 2: 1E

City: Park Ridge

State: IL

ZIP Code: 60068

Lender: Citibank, N.A.

Borrower: Anthony McDermott

Loan / Mortgage Amount: \$144,000.00

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

Certificate number: 420E9165-4C4F-425D-A614-900D5581BDB1

Execution date: 7/28/2023

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Return To: Citibank, N.A.
 Attn: Document Processing
 P.O. Box 790021
 St. Louis, MO 63179-0021

Prepared By: Citibank, N.A.
 1000 Technology Drive
 O'Fallon, MO 63368

H 85999

Loan Security Agreement

THIS LOAN SECURITY AGREEMENT ("*Agreement*"), made on July 28, 2023, between Citibank, N.A. organized and existing under the laws of the United States, and having an office at 1000 Technology Drive, O'Fallon, MO 63368 ("*Lender*"), and Anthony McDermott, A Single Man residing at 7743 W Peterson Ave, Chicago, IL 60631 ("*Borrower*").

Representations of Borrower

1. BORROWER COVENANTS and agrees as follows:

Ownership. The Shares, lease or other document(s) identified in the warranty adjacent to the box checked below evidence the Borrower's ownership interest or membership in the Corporation and Borrower's right as a tenant or member to occupy the Apartment, and are referred to as the "*Ownership Documents*".

Stock Borrower owns 1.0 shares (the "*Shares*") of the capital stock of PARK RIDGE HOMES ASSOCIATION (the "*Corporation*") and is the tenant under a proprietary lease (the "*Lease*") for Apartment 1E (the "*Apartment*") in the building located at 4 N Home Ave, 1E, Park Ridge, IL 60068 (the "*Premises*"). Borrower represents to the Lender that the Shares are all the cooperative shares allocated to the Apartment.

Membership Borrower has a membership or ownership interest in PARK RIDGE HOMES ASSOCIATION (the "*Corporation*") and is lawfully entitled pursuant to a proprietary lease (the "*Lease*") to occupy Apartment 1E (the "*Apartment*") in the building located at 4 N Home Ave, 1E, Park Ridge, IL 60068 (the "*Premises*"). Borrower's ownership interest in the Corporation and right to occupy the Apartment is evidenced by a membership certificate.

2. Borrower represents and warrants that no prior transfer or assignment of the Ownership Documents has been made; that the Ownership Documents are free of adverse claims, liens and encumbrances; and that no lawsuits or proceedings are pending against the Borrower which would affect the Borrower's rights in the Ownership Documents.

3. As evidenced by a Note ("*Credit Obligation*"), dated simultaneously with this Agreement, Borrower is obligated to pay to the Lender the principal amount of \$144,000.00, with interest as provided in the Credit Obligation (which

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principal amount and interest and any sums advanced by the Lender pursuant to the terms of this Agreement are called "*Debt*").

BORROWER COVENANTS and agrees as follows:

Security

Borrower grants Lender a security interest and general lien upon the following described collateral, and Borrower pledges and assigns to Lender all right, title and interest in the Ownership Documents, and in the proceeds of any sales of the Ownership Documents, transfer of the Apartment or subsequent assignment of the Ownership Documents (the "*Security*") to secure payment of the Debt and the performance of all obligations of the Borrower under the Credit Obligation and this Agreement (such Debt and obligations referred to as the "*Obligations*"). The Security is defined to include:

1. **Ownership Documents and Other Property Relating to the Apartment.** The Ownership Documents, together with all fixtures (other than household furniture and furnishings) now or hereafter attached to or used in connection with the Apartment, and all condemnation awards and insurance proceeds related to the Apartment and fixtures (other than household furniture and furnishings).
2. **Distribution.** Any distributions of capital with respect to the Ownership Documents and any securities issued as dividends on the Ownership Documents.
3. **Additions and Replacements.** All supporting obligations and all proceeds, products, additions, accessions, substitutions and replacements of the Security.

Delivery of Ownership Documents. Borrower has delivered to the Lender the certificate for the Shares and an Lease or, if the original Lease is retained by the Corporation, a certified true copy of the Lease. Borrower shall immediately deliver to the Lender any and all replacement and/or additional Shares that may be allocated to the Apartment, any new and/or replacement Lease and any amendments or extensions to the Lease, without waiting for Lender to request the delivery of the foregoing items.

Additional Security. Borrower also agrees that Lender has all rights provided under applicable law in certain deposit accounts, pledged or assigned securities in Lender's possession (with the exception of margin ownership documents) and collateral securing other loans to Borrower. If Borrower is in default under the Credit Obligation or this Agreement, Lender can apply any of this collateral to what Borrower owes.

Additional Documents; Power Of Attorney. Borrower shall sign and deliver, as necessary, and authorize the filing of any financing statements, amendments or addendums in addition to any other documents that the Lender may require to establish and/or protect its rights in the Security, including without limitation a leasehold mortgage. Borrower also authorizes the Lender to sign these documents in Borrower's name as an appointed attorney-in-fact and then file and/or record them as is appropriate. This power of attorney is coupled with an interest and shall not lapse due to borrower's incompetency or disability.

Written Statement of Amount Due. If the Lender requests, in writing, a confirmation of the amount owed by Borrower under the Credit Obligation and this Agreement, within eight (8) days after such request Borrower will give the Lender a signed statement confirming the amount owed.

Default

The whole of the principal sum and interest shall become due at the option of the Lender upon the occurrence of any of the following events of default:

1. **Failure to Pay.** Borrower fails to make any payments required under the Credit Obligation within fifteen (15) days after the date the payment becomes due; or
2. **Default under Ownership Documents.** Borrower does not cure any default under the Ownership Documents within the time periods, if any, specified in the Ownership Documents or, if no time is so specified, within a reasonable period of time; or
3. **Cancellation, Surrender or Assignment of Ownership Documents.** Borrower attempts to cancel, surrender or assign the Ownership Documents prior to maturity of the Credit Obligation or notice is given by the Corporation that the Ownership Documents is to be cancelled or terminated; or

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4. **Failure to Deliver Security Instruments.** Borrower fails to execute and deliver any instrument required by the Lender to perfect or protect its security interest in the Security or to pay any filing or recording fees owing in connection with the perfection of the security interest; or
5. **Conflicting Security Interest.** Any other party establishes a security interest in the Security; or
6. **Insolvency, Bankruptcy, etc.** Borrower shall become insolvent (however such insolvency may be evidenced), commit any act of bankruptcy, or make a general assignment for the benefit of creditors, or any person shall attempt to enforce a judgment against Borrower or Borrower's Apartment, or an insolvency proceeding under any bankruptcy or insolvency law shall be instituted against Borrower and such proceedings shall not be dismissed or vacated within thirty (30) days after its commencement; or any governmental authority or any court at the instance of any governmental authority shall take possession of or assume control over any substantial part of the Apartment of the Borrower, or a receiver shall be appointed over all or of a substantial part of the Apartment of the Borrower, or a writ or order of attachment or garnishment shall be issued or made against any part of the Apartment of the Borrower.
7. **Judgment or Tax Deficiency.** Borrower fails to pay or bond any judgment and/or any tax deficiency; or
8. **Failure to Comply with Terms of Agreement.** Borrower fails to comply with any term, condition or provision of this Agreement; or
9. **Statement by Borrower.** Any statement or representation made by Borrower under this Agreement is not true or correct.

Remedies of Lender

Sale of Security. If an event of default has occurred, and is continuing, the Lender may, in addition to any and all rights which it may have hereunder, or pursuant to the *Uniform Commercial Code* as in effect from time to time in the state in which the Apartment is located, or under applicable law, or otherwise, sell the Security at public or private sale, provided, in the case of private sale, that five (5) days' written notice thereof is given to the Borrower. Such public or private sale may be for cash, upon credit or for future delivery and at such price or prices as the Lender may deem satisfactory, and the Lender may be the purchaser of the Security and the Lender or any purchaser of the Security upon any such sale shall thereafter hold the same, absolutely, free from any claim or right of whatsoever kind (including any equity or right of redemption) of Borrower that Borrower may assert under any applicable state law. **Borrower hereby specifically waives all rights of redemption, stay or appraisal with regards to the Security which Borrower has or may have under any applicable state law or statute now existing or hereafter adopted which may ordinarily be available to the Borrower following the sale of the Security after default.** The Lender shall give Borrower fifteen (15) days written notice of its intention to make any such public or private sale, which notice shall state the time and place fixed for the sale. Any sale shall be held at such time or times within the ordinary business hours and at such place or places in the state in which the Apartment is located, as the Lender may fix in the notice, provided that the Lender shall not be obligated to make any sale pursuant to any such notice. The Lender may, without notice or publication, adjourn any sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which it may be so adjourned. In case of any sale of the Security on credit or future delivery, the Security may be retained by the Lender until the selling price is paid by the purchaser, but the Lender shall not incur any liability in case of the failure of the purchaser to take up and pay for the Security and, in case of any such failure, the Security may again be sold. The Lender, however, instead of exercising the power of sale conferred upon it by this Agreement, may proceed by a suit or suits at law or in equity to foreclose the pledge and sell the Security. In case of any sale, the Lender may first deduct all expenses of sale and delivery of the Security, including, but not limited to reasonable attorneys' fees, brokerage commissions and transfer taxes, and also all sums paid to the Corporation pursuant to the terms of the Ownership Documents or upon termination of the Ownership Documents pursuant to any new Ownership Documents issued in replacement of the Ownership Documents, and may then apply the remainder to any liability of Borrower under the Credit Obligation and this Agreement, and shall return the surplus, if any, to Borrower. Borrower agrees that the Lender shall have the right to continue to retain the Security until such time as the Lender in its reasonable judgment believes that an advantageous price can be secured for the Security and the Lender shall not be liable to Borrower for any loss in the value of the Security by reason of any delay in its sale.

If the Lender elects to retain the Security, it shall give Borrower notice of its election. If Borrower objects to its election within thirty (30) days after it delivers or mails its notice, the Lender shall offer the Security for sale and must

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sell the Security if the net proceeds would be large enough to pay all that Borrower owes the Lender under the Credit Obligation and this Agreement.

The Lender shall have the right, in connection with a sale, to complete a ownership documents power and assignment of ownership documents bill of sale in order to transfer the Ownership Documents, and to cause the Corporation to execute any other documents necessary to transfer the Ownership Documents. Borrower hereby gives the Lender the right, in connection with such sale, to request that the Corporation terminate the Ownership Documents and take all lawful steps necessary to obtain possession of the Apartment for and on behalf of the Lender. Borrower waives (i) the right of notice to vacate or quit, (ii) any objection Borrower might make to the Lender right to a "protective order" requiring him or her to pay fair market rent to the court, and (iii) any right Borrower may have under law to require a vote of the other holders of membership or ownership interests to ratify termination of Borrower's rights under the Ownership Documents. Borrower will promptly vacate his or her Apartment upon the sale of the Security. If Borrower refuses to vacate, the Lender may start legal proceedings to get possession of the Apartment and may treat Borrower as a holdover tenant. In no event shall Borrower be considered to have entered into a landlord-tenant relationship with the Lender and Borrower expressly waives any defenses Borrower might have to any action taken in connection with the Debt to evict the Borrower or to gain possession of the Apartment.

The Lender may seek the appointment of a receiver for the Borrower without notice and without regard to the adequacy of the Security.

Preservation and Maintenance of Apartment; Leaseholds

Borrower shall not destroy, damage or substantially change the Apartment, allow the Apartment to deteriorate or commit waste. If this Agreement is on a leasehold, Borrower shall comply with the provisions of the Ownership Documents, and if Borrower acquires fee title to the Apartment, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

Other Shares

If any other shares in the Corporation are issued with respect to the Ownership Documents or the Apartment, then the Borrower shall immediately deliver the certificates evidencing those shares to the Lender, together with appropriate ownership documents powers signed in blank. Such shares shall be Ownership Documents and Security, subject to the terms of this Agreement.

Protection of Lender's Rights in the Apartment; Mortgage Insurance

If Borrower fails to perform the covenants and agreements contained in this Agreement, or there is a legal proceeding that may significantly affect Lender's rights in the Apartment (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Apartment and Lender's rights in the Apartment. Lender's actions may include paying any sums secured by a lien which has priority over this Agreement, appearing in court, paying reasonable attorneys' fees and entering the Apartment to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Agreement. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Credit Obligation rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Agreement, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Inspection

Lender or its agent may make reasonable entries upon and inspections of the Apartment. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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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 Agreement granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Agreement by reason of any demand made by the original Borrower or Borrower's successors an interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

Loan Charges

If the loan secured by this Agreement is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) 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 Credit Obligation or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Credit Obligation.

Legislation Affecting Lender Rights

If enactment or expiration of applicable laws has the effect of rendering any provision of the Credit Obligation or this Agreement unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Agreement and may invoke any remedies permitted by *Remedies of Lender* section. If Lender exercises this option, Lender shall take the steps specified in *Remedies of Lender* section.

Notices

Any notice to Borrower provided for in this Agreement shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Apartment address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates to Borrower. Any notice provided for in this Agreement shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

Transfer of the Security or a Beneficial Interest in Borrower

If Borrower sells, transfers, sublets or surrenders all or any part of or any interest in the Security (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Agreement. However, this option shall not be exercised by the Lender if such exercise is prohibited by Applicable Law.

If the Lender exercises this option, the Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given in accordance with the terms of the Credit Obligation, within which period Borrower must pay all sums secured by the Security Agreement. If Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Security Agreement without further notice or demand on Borrower.

Governing Law; Severability

This Agreement is governed by federal law and the law of the jurisdiction in which the Apartment is located. Any term of this Agreement or the Credit Obligation which is contrary to applicable law will not be effective, unless the law permits the Parties to agree to such a variation. If any provision of this Agreement or the Credit Obligation cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this Agreement or the Credit Obligation. No modification of this Agreement or the Credit Obligation may be made without the Lender's express written consent.

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Miscellaneous

1. **Costs and Expenses.** Borrower agrees to pay to the Lender, on demand, all costs expended for collection of any payment due under the Credit Obligation and all costs incurred by the Lender in connection with a suit to foreclose a pledge and sell the Security, whether or not such suit shall have proceeded to judgment (including reasonable attorneys' fees), together with interest on those costs at a rate specified in the Credit Obligation, and the costs shall be considered to be part of the Debt and entitled to the benefit of the Security.
2. **Optional Payments by Lender.** The Lender may at its option, make any payments or do any acts required to be done to prevent a default in or breach of the Ownership Documents or under any new ownership documents issued in replacement of the Ownership Documents and any amounts expended by the Lender in that connection (including reasonable attorneys' fees) shall be payable by Borrower on demand, together with interest on the amounts at the rate specified in the Credit Obligation, and those amounts shall be considered to be part of the Debt and entitled to the benefit of the Security.
3. **New Owners' Documents to Lender.** If an event of default has occurred and is continuing, the Lender shall have the right to request that the Corporation terminate the Ownership Documents and issue a new ownership documents to the Lender or its nominee.
4. **Surrender of Apartment.** If the Security is sold to a third party, Borrower shall surrender possession of the Apartment upon demand of such purchaser and such purchaser, as well as the Lender, shall have the right to maintain appropriate proceedings against Borrower to obtain possession of the Apartment.
5. **Borrower's Interest in Security.** Until the Lender elects to declare the principal amount of the Credit Obligation and accrued interest due and payable, the Borrower shall continue to exercise all rights under the Security and shall be entitled to all benefits as the owner of the Security with the same force and effect as if Borrower had not pledged the Ownership Documents and assigned the Ownership Documents to the Lender.
6. **Definitions.** The term "*Lender*" includes Lender's successors and any assigns of the Note and the Security. The term "*Borrower*" means Borrowers if more than one person is the Borrower.
7. **Cumulative Remedies.** The rights, remedies, and benefits specified in this Agreement are cumulative and are not exclusive of any rights, remedies or benefits which the Lender may otherwise have and no delay or failure on the part of the Lender in exercising any power or right under this Agreement shall operate as a waiver of such power or right.
8. **Waiver or Amendment.** No provision of this Agreement shall be waived, modified or amended except by an agreement in writing.
9. **Binding Effect.** This Agreement shall be binding on Borrower and its legal representatives and shall inure to the benefit of the Lender and its assigns.
10. **Assignment of Ownership Documents.** At the Lender's request, Borrower will assign to the Lender all leases of the Apartment and all security deposits made in connection with leases of the Apartment. Upon the assignment, the Lender will have the right to modify, extend or terminate the existing leases and to execute new leases. As used in this paragraph, the word "ownership documents" will mean "sublease" if this Agreement is on a leasehold.
11. **Release and Indemnity.** The Borrower agrees that the Corporation and its officers, agents and attorneys may transfer the Ownership Documents under this Agreement, and may also bring a lawsuit to civilly sue Borrower from the Apartment for failure to perform Borrower's obligations under this Agreement. The Corporation may also refuse to transfer the Ownership Documents if the Lender does not consent. Borrower agrees to release and indemnify the Corporation and its officers, agents and attorneys from all liability, expenses and damages that Borrower sustains from such acts.
12. **Liability of Borrower.** Nothing in this Agreement shall impose any liability for payment of the Credit Obligation upon a Borrower that has not signed the Credit Obligation or a guaranty of the Credit Obligation.
13. **Non-Liability of Corporation.** The Corporation shall not be liable to Borrower if it transfers Borrower's Ownership Documents as required by this Agreement or if it refuses to transfer Borrower's Ownership Documents to another person without the Lender's consent.
14. **Borrower's Rights Before Default.** Until there is a default under this Agreement and the Lender has demanded payment in full, Borrower shall have all the rights, responsibilities and privileges of a holder of a membership or ownership interest in the Corporation not otherwise affected by this Agreement. Borrower has the sole

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responsibility for making all payments required by the Ownership Documents and for complying with all of the terms and conditions of the Ownership Documents and for complying with all of the terms and conditions of the Ownership Documents.

15. **Distribution of Capital.** The Lender shall have the right to receive any distributions of capital from the Corporation and shall apply any such distributions to reduce the amount that Borrower owes to the Lender.

Signatures

IN WITNESS WHEREOF, Borrower has executed this Agreement the day and year first above written.

Borrower


07/28/2023

 Anthony McDermott Date
Seal

Loan Origination Organization: Citibank, N.A.
NMLS ID: 412915

Loan Originator: Sara Rainwater
NMLS ID: 726073

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THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS:

THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.C OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY ANTHONY McDERMOTT PARK RIDGE HOME ASSOCIATION, AS LESSOR, AND ANTHONY McDERMOTT OR THEIR SUCCESSORS AND ASSIGNS, AS LESSEES, PURSUANT TO LEASE DATED JULY 28, 2023, IN AND TO APARTMENT 1E IN THE APARTMENT BUILDING KNOWN AS 4 N HOME AVENUE, PARK RIDGE, ILLINOIS, WHICH BUILDING IS LOCATED ON THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 1 IN PARK RIDGE HOME ASSOCIATION SUBDIVISION, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N. 09-27-424-024-0000

C/K/A 4 N HOME AVENUE, UNIT 1E, PARK RIDGE, IL 60068

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