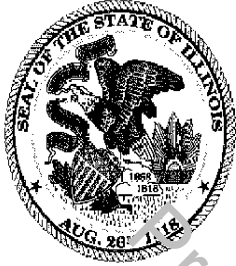


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Illinois Anti-Predatory Lending Database Program

Doc#: 2325513242 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 09/12/2023 10:59 AM Pg: 1 of 9

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN: 03-32-118-014-0000**

Address:

Street: 406 S VAIL AVE

Street line 2:

City: ARLINGTON HEIGHTS

State: IL

ZIP Code: 60005

Lender: PNC BANK NATIONAL ASSOCIATION

Borrower: JUSTIN J GREGORY AKA JUSTIN GREGORY AND SUMMER GREGORY AKA SUMMER MOGHAMIS

Loan / Mortgage Amount: \$90,000.00

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: 2B03306F-12AF-4A28-ACB9-BA16DDA48692

Execution date: 8/24/2023

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This document was prepared by:

Anthony McCreary
PNC Bank, N.A.
P. O. Box 8800
Dayton, OH 45401-8800

After Recording Return To:

ATTENTION: Post Closing/Final
Documentation
PNC Bank, N.A.
P. O. Box 8800
Dayton, OH 45401-8800

[Space Above This Line For Recording Data]

MORTGAGE

(Line of Credit)

GREGORY
 Loan #: ~~XXXXXXXX~~4867
 PIN: 03-32-118-014-0000

THIS MORTGAGE SECURES FUTURE OBLIGATIONS AND ADVANCES PURSUANT TO 205 ILCS 5/5D.

THIS MORTGAGE, dated August 24, 2023, is between **JUSTIN J GREGORY AKA JUSTIN GREGORY, Husband and SUMMER GREGORY AKA SUMMER MOGHAMIS, Wife**; residing at **406 S VAIL AVE, ARLINGTON HEIGHTS, IL 60005**, the person or persons signing as "Mortgagor(s)" below and hereinafter referred to as "we" or "us" and **PNC Bank, National Association ("PNC Bank, N.A.")**, with a mailing address of **222 Delaware Avenue, Wilmington, DE 19801** and a principal place of business of **222 Delaware Avenue, Wilmington, DE 19801** and hereinafter referred to as "you" or the "Mortgagee."

MORTGAGED PREMISES: In consideration of the loan hereinafter described, we hereby mortgage, grant and convey to you the Premises located at: **406 S VAIL AVE (Street), ARLINGTON HEIGHTS (Municipality), Cook (County) Illinois (State) 60005 (Zip)** (the "Premises") and further described as:

See Attached Exhibit A

Parcel ID#: **03-32-118-014-0000**

The Premises includes all buildings, fixtures and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or anywise made appurtenant hereafter, and the reversions and remainders with respect thereto; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters.

LOAN: The Mortgage will secure your loan in the principal amount of **\$90,000.00** or so much thereof as may be advanced and readvanced from time to time to **JUSTIN J GREGORY**, the Borrower(s) under the Choice Home Equity Line of Credit Agreement and Disclosure Statement (the "Agreement") dated **August 24, 2023**, plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Agreement, which has a maturity date of **September 12, 2063**. This Mortgage will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Agreement, all of our promises and agreements in this Mortgage, any extensions, renewals, amendments, supplements and other modifications of the Agreement, and any amounts advanced by you under the

HELOC - IL Mortgage
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Page 1 of 5



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terms of the section of this Mortgage entitled "Our Authority To You." Loans under the Agreement may be made, repaid and remade from time to time in accordance with the terms of the Agreement and subject to the Credit Limit set forth in the Agreement.

OWNERSHIP: We are the sole owner(s) of the Premises. We have the legal right to mortgage the Premises to you.

MORTGAGOR'S IMPORTANT OBLIGATIONS:

(a) **TAXES:** We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Agreement because we pay these taxes and charges. We will provide you with proof of payment upon request.

(b) **MAINTENANCE:** We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not use the Premises illegally. If this Mortgage is on a unit in a condominium or a planned unit development, we shall perform all of our 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.

(c) **INSURANCE:** We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or proof of the insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Mortgage, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Agreement.

(d) **CONDEMNATION:** We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any mortgages that have priority to this Mortgage.

(e) **SECURITY INTEREST:** We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises.

(f) **OUR AUTHORITY TO YOU:** If we fail to perform our obligations under this Mortgage, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Agreement, on which you will charge interest at the interest rate set forth in the Agreement. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Agreement. This Mortgage secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Mortgage. Any replacement insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Agreement plus the amount of any mortgages that have priority to this Mortgage.

(g) **HAZARDOUS SUBSTANCES:** We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The first two sentences of this paragraph shall not apply to the presence, use, or



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storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

(h) **SALE OF PREMISES:** We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent.

(i) **INSPECTION:** We will permit you to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Agreement and this Mortgage may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Agreement and this Mortgage without losing your rights in the Premises.

REMOVAL OF IMPROVEMENTS: We shall not demolish or remove any improvements from the Premises without your prior written consent. As a condition to the removal of any improvements, you may require us to make arrangements satisfactory to you to replace such improvements with improvements of at least equal value.

COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS: We shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Premises. We may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as we have notified you in writing prior to doing so and so long as, in your sole opinion, your interests in the Premises are not jeopardized. You may require us to post adequate security or a surety bond, reasonably satisfactory to you, to protect your interest.

DUTY TO PROTECT: We agree to neither abandon nor leave unattended the Premises. We shall do all other acts set forth above in this section, which from the character and use of the Premises are reasonably necessary to protect and preserve the Premises.

COMPLIANCE WITH LAWS: We warrant that the Premises and our use of the Premises complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

SURVIVAL OF PROMISES: All promises, agreements and statements we have made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as the Agreement is paid in full.

DEFAULT: Except as may be prohibited by applicable law, and subject to any notice required by applicable law, if we default on any term in the Agreement and/or of any term of this Mortgage, you may, in accordance with applicable law, pursue and enforce any rights you have under applicable law, including, without limitation, the right to: (i) accelerate all amounts due under the Agreement; (ii) foreclose upon this Mortgage and sell the Premises, either in whole or in part or in separate parcels at different times, if necessary, until the indebtedness due under the Agreement is satisfied or the Premises is exhausted, whichever occurs first; (iii) enter on and take possession of the Premises; (iv) collect the rental payments, including over-due rental payments, directly from tenants, and you are appointed as our agent and attorney-in-fact to collect any such rents by any appropriate proceeding; (v) manage the Premises, including signing, canceling and changing leases; and (vi) seek appointment of a receiver for the Premises and we hereby appoint you as our attorney-in-fact with authority to consent for us to the appointment of a receiver. This means that, among other rights you may pursue and enforce, you may arrange for the Premises to be sold, as provided by law, in order to pay off what we owe under the Agreement and under this Mortgage. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. We agree that the interest rate set forth in the Agreement will continue



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THIS MORTGAGE has been signed by each of us under seal on the date first above written.

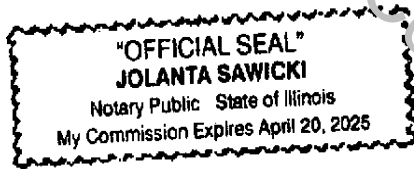
[Signature] 8/24/2023
- MORTGAGOR - JUSTIN J GREGORY - DATE -

[Signature] 8/24/23
SUMMER GREGORY - DATE -

STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 08-24-2023 by
JUSTIN J GREGORY, SUMMER GREGORY



[Signature]
Notary Public

My Commission Expires: 04-20-2025



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SIGNATURE/NAME RIDER

GREGORY

Loan #: xxxxxxx4867


This Signature/Name Rider is made this 24th day of August, 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 to secure the Agreement, as defined in the Security Instrument, for the loan identified above, extended by PNC Bank, National Association and covering the property described in the Security Instrument and located at: 406 S VAIL AVE, ARLINGTON HEIGHTS, IL 60005

The Security Instrument is amended to state:

1. That JUSTIN J GREGORY is one and the same person named in the Agreement and/or Security Instrument and is also known as: JUSTIN GREGORY.
2. That SUMMER GREGORY is one and the same person named in the Agreement and/or Security Instrument and is also known as: SUMMER MOGHAMIS.
3. That the undersigned's signature(s) below is/are binding and is/are a true and exact signature for execution of the loan documentation.

Whenever context requires, the use of the singular will be deemed to mean the plural.

By signing below, the undersigned accepts this Signature/Name Rider and agrees that it amends and supplements the Security Instrument.

 8/24/2023
 - MORTGAGOR JUSTIN J GREGORY - DATE -

 8/24/23
 SUMMER GREGORY - DATE -



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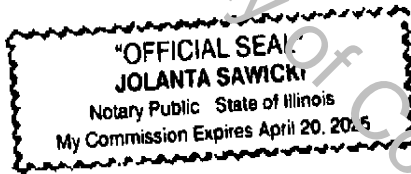
State of ILLINOIS

County of COOK

The foregoing instrument was acknowledged before me this 08-24-2023 by

JUSTIN J GREGORY, SUMMER GREGORY

Jolanta Sawicki
Notary Public



My Commission Expires: 04-20-2025



Property of Cook County Clerk's Office

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EXHIBIT "A" LEGAL DESCRIPTION

GREGORY
Loan #: ~~XXXXXXXX~~4867

All that certain piece or parcel of land situate in the County of Cook, State of Illinois, being described as follows:

Lot 2 in Block 5 in Arlington Addition to Arlington Heights, a subdivision of Lot 12 (except the North 2 1/2 chains of the East 2 chains) Assessors Division of part of Section 32, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 03-32-118-014-0000

