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A23-4768 AB

Doc#: 2334913056 Fee: \$107.00

Karen A. Yarbrough

Cook County Clerk

Date: 12/15/2023 09:58 AM Pg: 1 of 19

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN: 13-23-112-032-0000**

Address:

Street: 3800 N Ridgeway Ave

Street line 2:

City: Chicago

State: IL

ZIP Code: 60618

Lender: GreenState Credit Union

Borrower: Matthew Frederick Winans and Patricia Bailey

Loan / Mortgage Amount: \$566,000.00

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: F8DE62CE-9E7D-4DD0-8FBF-B60359412BCE

Execution date: 12/12/2023

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Loan Number: C880250334

Prepared by and Return to:

GreenState Credit Union, 2355 Landon
Road, PO Box 800, North Liberty, IA 52317,
(319) 339-1002

ILLINOIS MORTGAGE

CONSTRUCTION MORTGAGE

THIS INDENTURE made 12/12/2023 between MATTHEW FREDERICK WINANS AND PATRICIA BAILEY, HUSBAND AND WIFE, Mortgagor(s), whose address is: 3800 N Ridgeway Ave Chicago, IL 60618, and GREENSTATE CREDIT UNION, Mortgagee, having its principal place of business at 2355 Landon Rd., P.O. Box 800, North Liberty, Iowa 52317-0800, WITNESSETH:

That the said Mortgagor(s) in consideration of \$566,000.00 loaned by Mortgagee, received by Mortgagor(s) and evidenced by the Note(s) hereinafter referred to, do, by these presents GRANTS, CONVEYS, AND MORTGAGES unto the said Mortgagee the following described real estate situated in the County of Cook, State of Illinois, to-wit:

Lots 25 and 26 in Block 6 in Mason's Subdivision of the East Half of the Northwest Quarter of Section 23, Township 40 North, Range 13, East of the Third Principal Meridian, (except Railroad) in Cook County, Illinois.

Parcel ID Number: 13-23-112-032-0000 & 13-23-112-033-0000

which has the address of:

3800 N Ridgeway Ave Chicago, IL 60618
Street/City/State/Zip



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together with all personal property, including improvements, that may integrally belong to, or be, or hereafter become an integral part of said real estate, and whether attached or detached, and hereby granting, conveying, and mortgaging also all of the easements, servient estates appurtenant thereto, rents, issues, uses, profits, and right of possession of said real estate, and all crops raised thereon from now until the debt secured thereby shall be paid in full. As to any such personal property or fixtures, or both, a Security Interest hereby attaches thereto, as provided by the Uniform Commercial Code. All of the foregoing is referred to in this mortgage as the "Property."

NOTICE: This mortgage secures credit in the amount of \$566,000.00. Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.

This mortgage secures the payment of the loan made by Mortgagee to Mortgagor(s), which is evidenced by a Note dated this date, with a due date of 10/15/2024, along with any renewals, extensions, modifications, or refinancing thereof and any Notes issued in substitution therefor; and any additional loans and advances for any purpose whatsoever which hereafter may be made by the Mortgagee to the Mortgagor(s), or any Mortgagor if there is more than one, which shall have the same priority and privileges as if made on this date; and any advances made by Mortgagee for the purpose of protecting its mortgage and security interest in the above-described property. This mortgage shall also secure all of the covenants, agreements, and indebtedness of Mortgagor(s) to Mortgagee, whether existing now or in the future, of all kinds, and whether such indebtedness is reduced and increased hereafter, or entirely extinguished and reincurred later. This paragraph does not constitute a commitment to make additional loans in any amount.

This mortgage secures an obligation incurred for the construction of an improvement on land, and is a "construction mortgage" within the meaning of Section 2A-309 of the Illinois Uniform Commercial Code.

Said Mortgagor(s) hereby covenant with Mortgagee, or successor in interest, that said Mortgagor(s) hold said real estate by title in fee simple; that they have good and lawful authority to sell, convey, and mortgage the same; that said premises are Free and Clear of all Liens and Encumbrances whatsoever except as may be above stated; and said Mortgagor(s) Covenant to Warrant and Defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

Mortgagor(s) and Mortgagee covenant and agree as follows:

11/15/13

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1. **PAYMENT OF PRINCIPAL, INTEREST, AND ESCROW ITEMS.** Mortgagor(s) shall pay when due the principal of, and interest on, the debt evidenced by the Note described herein. Mortgagor(s) shall also pay funds for Escrow Items pursuant to Section 3. Payments are to be made in U.S. Currency. Payments are deemed received by Mortgagee when received at the location designated in the Note or such other location as may be designated by Mortgagee in accordance with the notice provisions in Section 19. Mortgagee may accept payment or partial payment insufficient to bring the loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payments or partial payments in the future, but Mortgagee is not obligated to apply such payments at the time such payments are accepted. No offset or claim which Mortgagor(s) might have now or in the future against Mortgagee shall relieve Mortgagor(s) from making payments due under the Note and this Mortgage or performing the covenants and agreements secured by this Mortgage.

2. **APPLICATION OF PAYMENTS OR PROCEEDS.** Except as otherwise described in this Section, all payments accepted and applied by Mortgagee shall be applied in the following order of priority: (a) any charges due other than interest, principal, and amounts due under Section 3, (b) interest due under the Note; (c) principal due under the Note; (d) amounts due under Section 3. Such payments shall be applied in the order in which it became due. Any remaining amounts shall be applied first to any other amounts due under this Mortgage, and then to reduce the principal balance of the Note. Any application of payments, insurance proceeds, or miscellaneous proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the payment due.

3. **FUNDS FOR ESCROW ITEMS.** Mortgagor(s) shall pay to Mortgagee on the day payment is due pursuant to the Note, until the Note is paid in full, a sum to provide for payment of amounts due for (a) taxes and assessments and other items which can attain priority over this Mortgage as a lien or encumbrance on the Property; and (b) premiums for any and all insurance required by Mortgagee under Section 5. These items are called "Escrow Items." At origination or any time during the term of the Loan, Mortgagee may require that homeowner's association dues, fees or assessments be escrowed by Mortgagor(s) and such dues, fees, and assessments shall be an Escrow Item. Mortgagor(s) shall furnish to Mortgagee all notices of amounts to be paid under this Section. Mortgagor(s) shall pay Mortgagee the amount due for Escrow Items unless Mortgagee waives Mortgagor's obligation to pay Mortgagee for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Mortgagor(s) shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Mortgagee and, if Mortgagee requires, shall furnish to Mortgagee receipts evidencing such payment within such time period as Mortgagee may require. Mortgagor's obligation to make such payments and to provide such receipts shall for all purposes be deemed to be a covenant and agreement contained in this Mortgage. If Mortgagor is obligated to pay Escrow Items directly, pursuant to a waiver, and Mortgagor fails



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to pay the amount due for an Escrow Item, Mortgagee may exercise its rights under Section 14 and apply such amount and Mortgagor(s) shall then be obligated under Section 14 to repay to Mortgagee any such amount. Mortgagee may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 19 and, upon such revocation, Mortgagor(s) shall pay to Mortgagee all Funds, and in such amounts, that are then required under this Section.

Mortgagee may, at any time, collect and hold Funds in an amount (a) sufficient to permit Mortgagee to apply the escrow funds at the necessary time and (b) not to exceed the maximum amount a Mortgagee can require. Mortgagee shall apply the amounts in escrow to pay Escrow Items. Mortgagee shall give Mortgagor(s), without charge, an annual accounting of the amounts in escrow and transactions made in accordance with Applicable Law. Mortgagee shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law. Mortgagee shall not charge Mortgagor(s) for holding and applying the amounts in escrow, and Mortgagee shall pay Mortgagor(s) any interest or earnings on the funds in a manner in accordance with Applicable Law. All of the preceding shall be done in accordance with RESPA.

If there is a surplus of funds held in escrow, Mortgagee shall account to Mortgagor(s) for the excess funds. If there is a shortage or deficiency of funds held in escrow, Mortgagee shall notify Mortgagor(s), and Mortgagor(s) shall pay to Mortgagee the amount necessary to make up the shortage or deficiency, but in no more than 12 monthly payments. Upon payment in full of all sums secured by this Mortgage, Mortgagee shall promptly refund to Mortgagor(s) any Funds held by Mortgagee. All of the preceding shall be done in accordance with RESPA.

4. **CHARGES; LIENS; TAXES:** Mortgagor(s) shall pay each installment of all taxes and special assessments of every kind, now or hereafter levied against said property, or any part thereof, before same become delinquent, without notice or demand. Mortgagor(s) shall timely pay all other charges, fines, dues and fees, if any, which may become a lien on the property. Mortgagor(s) shall promptly discharge any lien which has priority over this Mortgage unless Mortgagor(s) (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Mortgagee, but only so long as Mortgagor(s) is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in legal proceedings which in the Mortgagee's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secured from the holder of the lien an agreement satisfactory to Mortgagee subordinating the lien to this Mortgage.

5. **INSURANCE:** Mortgagor(s) shall keep in force insurance premiums therefor to be prepaid without notice of demand, against loss by fire, tornado, and other hazards, casualties,



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and contingencies as Mortgagee may require on the property, as herein referred to, and on all buildings and improvements on said premises to be approved by Mortgagee in an amount not less than the full insurable value of such property and improvements, or not less than the unpaid balance herein, whichever amount is smaller, with such insurance payable to Mortgagor(s) and Mortgagee, as their interests may appear. Such insurance policies shall name Mortgagee as an additional loss payee. In the event of a loss, Mortgagor(s) will give immediate notice by mail to the Mortgagee, who may make proof of loss to the insurance company, and the insurance proceeds, at the option of the Mortgagee, shall be received by Mortgagee and applied towards payment of this mortgage. Mortgagor(s) shall promptly deposit such policies with proper riders with the Mortgagee. Also, if required, the Mortgagor(s) agree to secure and maintain the maximum amount of flood insurance required in compliance with the Flood Disaster Protection Act of 1973, and to furnish such policies to the Mortgagee with the insurance payable to the Mortgagee. Mortgagee may require Mortgagor(s) to pay, in connection with this loan, either (a) a one-time charge for flood zone determination, certification, and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification.

Unless Mortgagor provides Mortgagee with evidence of the insurance coverage required by Mortgagor(s) under this mortgage, Mortgagee may purchase insurance at Mortgagor's expense to protect Mortgagee's interest in Mortgagor's collateral. Mortgagee is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Mortgagee, but might or might not protect Mortgagor(s), Mortgagor's equity in the Property, or the contents of the Property against any risk, hazard or liability and might provide greater or lesser coverage than what was previously in effect. The coverage that Mortgagee purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the collateral. Mortgagor(s) acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Mortgagor(s) could have obtained. If Mortgagee purchases insurance for the collateral, Mortgagor will be responsible for the costs of that insurance, including interest and any other charges Mortgagee may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. Any amounts disbursed by Mortgagee under this Section shall become additional debt of Mortgagor(s) secured by this Mortgage. The costs of the insurance may be added to Mortgagor's total outstanding balance or obligation and these amounts shall bear interest at the Note rate from the date of disbursement.

If Mortgagor abandons the property, Mortgagee may file, negotiate and settle any available insurance claim and related matters. If Mortgagor does not respond within 30 days to a notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may negotiate and settle the claim. The 30-day period shall begin when notice is sent.



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6. **REPAIRS TO PROPERTY; INSPECTIONS:** Mortgagor(s) shall keep the buildings and other improvements on said premises in as good repair and condition, as same may now be, or are hereafter placed, ordinary wear and tear only excepted; and shall not suffer or commit waste on or to said security. Mortgagee or its agent may make reasonable entries upon and inspections of the Property, including the interior of the Property. Mortgagee shall give Mortgagor(s) notice at the time of or prior to such an interior inspection.
7. **COMPLIANCE WITH LAW:** Mortgagor(s) shall comply with all present and future laws, regulations, and ordinances affecting the mortgaged property.
8. **CONDEMNATION:** All compensation awarded for any damages in connection with a condemnation proceeding for any part of the mortgaged property shall be paid directly to the Mortgagee and applied to the Note.
9. **JOINT AND SEVERAL LIABILITY:** Mortgagor(s) agree to be jointly and severally liable for the indebtedness evidenced by the Note and secured by this mortgage. The signing of this mortgage and the Note by the spouse of the owner is not only for the purpose of releasing dower or distributive share but also for the express purpose of creating personal liability of the spouse for the indebtedness.
10. **PRINCIPAL RESIDENCE:** Mortgagor(s) shall occupy, establish, and use the Property as Mortgagor's principal residence within 30 days after execution of this Mortgage, or within 30 days after the property shall first become ready for occupancy as a habitable dwelling, whichever is later. Mortgagor(s) shall continue to occupy the Property as Mortgagor's principal residence for so long as there are amounts due on the loan. Mortgagor(s) agree that Paragraph 12 of the Note(s) of even date herewith, given by the Mortgagor(s) to GreenState Credit Union, regarding the use of the property which is the subject of this Mortgage as a principal residence, is incorporated into this Mortgage. A breach of Paragraph 12 of said Note(s) or this section constitutes a default of this Mortgage, that shall entitle the Mortgagee, its successors or assigns, to exercise the remedies as set forth in Paragraph 15 of this Mortgage. The Note and Mortgage may be amended by mutual consent of Mortgagor(s) and Mortgagee.
11. **RESTRICTIONS ON TRANSFER:** Mortgagor(s) agree that in the event they shall in any manner transfer the title to any portion of the mortgaged premises, whether by deed, real estate contract, installment sales contract or otherwise, or in the event any interest in it is sold or transferred (or if Mortgagor is not a natural person and a beneficial interest in Mortgagor(s) is sold or transferred), without Mortgagee's prior written consent, that the whole unpaid



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balance of the obligation secured hereby may become immediately due and payable at the option of Mortgagee; and, Mortgagor(s) agree that they shall give Mortgagee no less than ten (10) days' advance written notice prior to making any such transfer.

If Mortgagee exercises the option to require immediate payment in full, Mortgagee shall give Mortgagor(s) notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Mortgagor(s) must pay all sums secured by this Mortgage. If Mortgagor(s) fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this mortgage without further notice or demand on Mortgagor(s).

12. **ENFORCEABILITY:** If any term in this mortgage or the Note secured hereby violates any law or for some reason is not enforceable, that term will not be a part of this mortgage. However, the other terms of this mortgage will remain effective. If enactment or expiration of Applicable Laws has the effect of rendering any provision of this mortgage or the Note secured hereby unenforceable according to its terms, Mortgagee, at its option, may require immediate payment in full of all sums secured by this mortgage and may invoke any remedies permitted by this mortgage. If Mortgagee exercises the option to require immediate payment in full, Mortgagee shall give Mortgagor(s) notice of acceleration, in the manner described in Paragraph 11.

13. **NON-WAIVER:** Any forbearance by Mortgagee in exercising any right or remedy allowed for by the Mortgage or Note secured hereby shall not be a waiver of or preclude the exercise of any right or remedy.

14. **PROTECTION OF MORTGAGEE'S INTEREST IN THE PROPERTY AND RIGHTS UNDER THIS MORTGAGE:** If (a) Mortgagor fails to perform the covenants and agreements contained in this Mortgage, (b) there is a legal proceeding that might significantly affect Mortgagee's interest in the property and/or rights under this Mortgage, or (c) Mortgagor has abandoned the Property, then Mortgagee may do and pay for whatever is reasonable or appropriate to protect Mortgagee's interest in the Property and rights under this Mortgage, including but not limited to: protecting and/or assessing the value of the Property; securing and/or repairing the property; paying taxes or assessments against the property that have become delinquent; appearing in court; paying any sums secured by a lien which has priority over this Mortgage. Securing the property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building code violations or dangerous conditions, and have utilities turned on or off. Mortgagee does not have an obligation to take action as set forth in this Section. It is agreed that Mortgagee incurs no liability for not taking any or all actions authorized under this section. All amounts disbursed under this Section shall become additional debt of Mortgagor(s) secured by



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this Mortgage. These amounts shall bear interest at the Note rate from the date of disbursement.

15. **ACCELERATION; REMEDIES.** Mortgagee shall give notice to Mortgagor prior to acceleration following Mortgagor's breach of any covenant or agreement in this mortgage (but not prior to acceleration under Section 11 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Mortgagor, by which the default must be cured; and (d) that failure to cure the default 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 Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Mortgagor to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Mortgagee at its option may require immediate payment in full of all sums secured by this mortgage by judicial proceeding. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 15, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

16. **ATTORNEY'S FEES:** In case of any action, or in any proceedings in any court, to collect any sums payable or secured by this Mortgage, to protect the lien of title herein of the Mortgagee, or in any other case permitted by law in which attorney fees may be collected from the Mortgagor(s), or charged upon the above-described property, Mortgagor(s) agree to pay reasonable attorney fees.

17. **REDEMPTION PERIOD:** To the greatest extent permitted by law, Mortgagor waives any and all right to redemption or reinstatement pursuant to 735 ILCS 5/15-1601.

18. **HAZARDOUS SUBSTANCES:** Mortgagor(s) shall not allow the presence, use, disposal, storage or release on or in the property of any substance which has been defined by any federal, state, or local law or regulation as a toxic or hazardous substance, pollutants, or wastes and also: gasoline, kerosene, flammable or toxic petroleum products, pesticides, herbicides, solvents, asbestos, formaldehyde, and radioactive materials. Mortgagor(s) shall promptly give Mortgagee written notice of any investigation, action, or claim by any governmental or regulatory agency or private party which involves the property and any toxic or hazardous substance or federal, state, or local law or regulation which relates to health, safety, or environmental protection. Upon notice that remediation or removal of a toxic or hazardous substance is necessary, Mortgagor(s) shall promptly take all necessary remedial action. The Mortgagor(s) may use or store on the property small quantities of hazardous substances which



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are generally and reasonably recognized to be appropriate to normal residential use and maintenance of the property.

19. **NOTICES:** All notices given by Mortgagor or Mortgagee in connection with this Mortgage must be in writing. Any notice to Mortgagor(s) provided for in this Mortgage shall be deemed to have been given when delivered or mailed by first class mail. Notice to any one Mortgagor shall constitute Notice to all Mortgagors, unless Applicable Law requires otherwise. The notice shall be directed to the address of the Mortgagor(s) stated on the face of this mortgage, unless Mortgagor(s) has designated a different address by notice to Mortgagee. Any notice to Mortgagee shall be given by first class mail or delivered to GreenState Credit Union, 2355 Landon Road, PO Box 800, North Liberty, IA 52317, unless Mortgagee has designated a different address by notice to Mortgagor(s). Any notice in connection with this Mortgage shall not be deemed to have been given to Mortgagee until actually received by Mortgagee. If any Notice required by this Mortgage is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Mortgage.

20. **DEFINITION OF TERMS.** Unless otherwise expressly stated the word "Mortgagor(s)", as used herein, includes successors in interest of such "Mortgagor(s)"; the "Mortgagee", as used herein, unless otherwise expressly stated, includes the successors in interest of such "Mortgagee". Words in the singular shall mean and include the plural and vice versa. "Loan" means the debt evidenced by the Note, plus interest, all sums due or paid under this Mortgage, plus interest. "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions. "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and any amendments or successor legislation or regulation. This construction shall include the acknowledgment hereof.

21. **WAIVER:** Each of the undersigned hereby waives and releases all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

22. **RIDERS TO THIS MORTGAGE:** If one or more riders are executed by Mortgagor(s) and recorded together with this Mortgage the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage.

''

23. **RELEASE:** Upon payment of all sums secured by this mortgage, Mortgagee shall release this mortgage. Mortgagor shall pay any recording costs. Mortgagor may charge Mortgagee a fee for releasing this mortgage, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.



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IN WITNESS WHEREOF, said Mortgagor(s) have hereunto set their hands the day and year first written.

Matthew 12/12/23 (Seal)
Mortgagor Date

P Bailey 12/12/23 (Seal)
Mortgagor Date

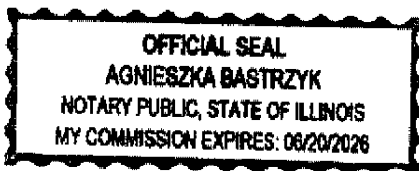
____ (Seal)
Mortgagor Date

____ (Seal)
Mortgagor Date

State of Illinois)
County of Cook) ss:

On 12/12/2023, before me, the undersigned a Notary Public in and for the State of Illinois, personally appeared

MATTHEW FREDERICK WINANS AND PATRICIA BAILEY, HUSBAND AND WIFE to me known to be the identical person(s) named and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.



Agnieszka
Notary Public in and for the State of Illinois

Originator Names Nationwide Mortgage Lending System and Registry IDs:

Organization: GreenState Credit Union

NMLSR ID: 401238



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Individual: Eric Norman

NMLSR ID: 556389

Property of Cook County Clerk's Office



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Legal Description

Lots 25 and 26 in Block 6 in Mason's Subdivision of the East Half of the Northwest Quarter of Section 23, Township 40 North, Range 13, East of the Third Principal Meridian, (Except Railroad) in Cook County, Illinois.

Property Address:
3800 N Ridgeway Ave
Chicago, IL 60618

Pin: 13-23-112-032-0000 and 13-23-112-033-0000

Property of Cook County Clerk's Office

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LOAN #: C880250334

FIXED INTEREST RATE RIDER

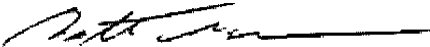
THIS Fixed Interest Rate Rider is made this **12th** day of **December, 2023** and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **GreenState Credit Union, a State Chartered Credit Union**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
**3800 N Ridgeway Ave
Chicago, IL 60618**


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 DEFINITION (**C**) of the Security Instrument is deleted and replaced by the following:

(**C**) "**Note**" means the promissory note dated **December 12, 2023**, and signed by each Borrower who is legally obligated for the debt under the promissory note, that is in either (i) paper form, using Borrower's written pen and ink signature, or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender **FIVE HUNDRED SIXTY SIX THOUSAND AND NO/100** ***** Dollars (U.S. **\$566,000.00**) plus interest at the rate of **6.500 %**. Each Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than **October 15, 2024**.

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



MATTHEW FREDERICK WINANS 12/14/23 (Seal)
DATE



PATRICIA BAILEY 12/12/23 (Seal)
DATE



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LOAN #: C880250334

RESIDENTIAL CONSTRUCTION LOAN BALLOON RIDER

THIS BALLOON RIDER is made this **12th** day of **December, 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 ("Borrower") to secure Borrower's Note (the "Note") to **GreenState Credit Union, a State Chartered Credit Union**

("Lender") of the same date and covering the property described in the Security Instrument and located at: **3800 N Ridgeway Ave
Chicago, IL 60618**

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE.

LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. THEREFORE, YOU WILL BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY.


IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN, EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.



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LOAN #: C880250334

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Residential Construction Loan Balloon Rider.


 _____ 12/12/23 (Seal)
 MATTHEW FREDERICK WINANS DATE


 _____ 12/12/23 (Seal)
 PATRICIA BAILEY DATE



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LOAN #: C880250334

CONSTRUCTION LOAN RIDER TO SECURITY INSTRUMENT (INCLUDING SECURITY AGREEMENT)

(To be attached to and recorded with this Security Instrument)

THIS CONSTRUCTION LOAN RIDER TO SECURITY INSTRUMENT (this "Rider") is made on **December 12, 2023** and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed of the same date, to which this Rider is attached ("this Security Instrument"), given by the undersigned ("Borrower") for the benefit of **GreenState Credit Union, a State Chartered Credit Union**

("Lender") to secure Borrower's Note to Lender of the same date (the "Note") and covering the property described in this Security Instrument (the "Property"). All terms defined in the Note and elsewhere in this Security Instrument shall have the same meaning in this Rider.

IN ADDITION TO THE COVENANTS AND AGREEMENTS MADE IN THIS SECURITY INSTRUMENT, Borrower and Lender further covenant and agree as follows:

1. Construction Loan Agreement. The Note evidences Borrower's promise to pay Lender the aggregate amount of all advances made and distributed by Lender under the terms and conditions of a Construction Loan Agreement between Lender and Borrower dated the same date as the Note (the "Loan Agreement"). The Loan Agreement provides for construction of certain improvements (the "improvements") on the Property. Borrower agrees to comply with the covenants and conditions of the Loan Agreement. This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, including the aggregate amount of all advances made by Lender from time to time under the terms of the Loan Agreement, with interest as provided in the Note, and all renewals, extensions, and modifications of the Note, (b) the performance of all of Borrower's covenants and agreements under the Note, this Security Instrument, the Loan Agreement and all other documents pertaining to the Loan (the "Loan Documents"), and (c) the payment of all other sums, with interest at the Note rate, advanced by Lender to protect the security of this Security Instrument, or to perform any of Borrower's obligations under the Loan Documents. Upon the failure of Borrower to keep and perform all the covenants, conditions and agreements of the Loan Agreement, the principal indebtedness and all interest and other charges provided for in the Loan Documents and secured hereby shall, at the option of the Lender, and subject to any right of Borrower to cure Borrower's default, become immediately due and payable in full.

2. Future Advances.

a. Provided there has been no default as defined in the Note, the Loan Agreement, or this Security Instrument, and provided Borrower has satisfied all conditions precedent required for an advance under the Loan Documents, Lender is legally obligated to make advances of principal upon application therefor by Borrower in accordance with the provisions of the Note and the Loan Agreement up to a maximum principal amount (including present and future obligations), which is equal to the amount of the Note as set forth in this Security Instrument. Such advances shall be evidenced by the Note, made under the terms of the Loan Agreement and secured by this Security Instrument and may occur for a period ending upon the Construction Completion Date, but in no event later than, the expiration of 10 months from the date of this Rider.

b. This Security Instrument shall secure the indebtedness of Borrower to Lender that is evidenced, permitted or secured by the Loan Documents, including future advances made by Lender to Borrower. All of such indebtedness, including future advances, shall be a lien from the time that this Security Instrument is recorded with the Recorder of the County in which the Real Property is located as provided in 735 ILCS 5/15-1302(b).

c. In addition to the loan advances referred to in subparagraph (b) above, Lender shall have the right, but not the obligation, to make protective advances with respect to the Property for the payment of real estate taxes, assessments, insurance premiums, repairs, maintenance and other costs incurred in the protection of the Property and the protection of the Lender's right and interest in and to the Property, and such protective advances, together with interest thereon shall become part of the indebtedness secured by this Security Instrument from the date of each such advance with



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priority running from the time of the recording of this Security Instrument with the Recorder of the County in which the Property is located pursuant to 735 ILCS 5/15-1302(b)(5).

3. Limitation on Indebtedness. It is expressly understood and agreed that the indebtedness secured by the Security Instrument will in no event exceed two hundred percent (200%) of (i) the total face amount of the Note plus (ii) the total interest which may hereafter accrue under the Note on such face amount.

4. Assignment of Rights or Claims. From time to time as Lender deems necessary to protect Lender's interest, Borrower shall, upon request of Lender, execute, acknowledge before a notary public, and deliver to Lender, assignments of any and all rights or claims which relate to the construction on the Property.

5. Breach by Borrower. In case of breach by Borrower of the covenants and conditions of the Loan Agreement, subject to any right of Borrower to cure Borrower's default, Lender, at Lender's option, with or without entry upon the Property (a) may invoke any of the rights or remedies provided in the Loan Agreement, (b) may accelerate the sums secured by this Security Instrument, and invoke any of the remedies provided in this Security Instrument, or (c) may do both. Lender's failure to exercise any of its rights and remedies at any one time shall not constitute a waiver by Lender of its right to exercise that right or remedy, or any other right or remedy, in the future.

6. Occupancy. Section 6 of this Security Instrument is amended and restated to read as follows: Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 30 days after the Construction Completion Date and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Security Agreement and Financing Statement.

a. The property covered by this Security Instrument includes the Property previously described or referred to in this Security Instrument, together with the following, all of which are referred to as the "Property." The portion of the Property that constitutes real property is sometimes referred to as the "Real Property." The portion of the Property which constitutes personal property is sometimes referred to as the "Personal Property," and is described as follows: (i) Borrower's right to possession of the Property; (ii) any and all fixtures, machinery, equipment, building materials, appliances, and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the Property or the Improvements, and all replacements of and accessions to those goods; and (iii) proceeds and products of the Personal Property. Despite any other provision of this Rider or any other Loan Document, however, Lender is not granted, and will not have, a non-purchase money security interest in household goods, to the extent that such a security interest would be prohibited by applicable law.

b. This Security Instrument is and shall be a security agreement granting Lender a first and prior security interest in all of Borrower's right, title and interest in and to the Personal Property, under and within the meaning of applicable state laws, as well as a document granting a lien upon and against the Real Property. In the event of any foreclosure sale, whether made by Trustee, or under judgment of a court, or otherwise, all of the Real Property and Personal Property may, at the option of Lender, be sold as a whole or in parcels. It shall not be necessary to have present at the place of such sale the Personal Property or any part thereof. Lender, as well as Trustee on Lender's behalf, shall have all the rights, remedies and recourse with respect to the Personal Property afforded to a "Secured Party" by applicable state laws in addition to and not in limitation of the other rights and remedies afforded Lender and/or Trustee under this Security Instrument. To the extent permitted by applicable law, Borrower shall, upon demand, pay to Lender the amount of any and all expenses, including the fees and disbursements of Lender's legal counsel and of any experts and agents, which Lender may incur in connection with: (i) the making and/or administration of this Security Instrument; (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon any Property, real and/or personal, described in this Security Instrument; (iii) the exercise or enforcement of any of the rights of Lender under this Security Instrument; or (iv) the failure by Borrower to perform or observe any of the provisions or covenants in this Security Instrument.

c. Lender may, at its election, at any time after the delivery of this Security Instrument, sign one or more copies of this Security Instrument in order that such copies may be used as a financing statement under applicable state laws. Lender's signature need not be acknowledged, and is not necessary to the effectiveness hereof as a deed of trust, a security agreement, or (unless otherwise required by applicable state laws) a financing statement.

d. Borrower also authorizes Lender to sign and file, without Borrower's signature, such financing and continuation statements, amendments, and supplements thereto, and other documents that Lender may from time to time deem necessary to perfect, preserve and protect Lender's security interest in the Property. If any other documents are necessary to protect Lender's interest in the Property, Borrower agrees to sign these documents whenever Lender asks. Borrower also gives Lender permission to sign these documents for Borrower.



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8. Invalid Provisions. If any one or more of the provisions of this Security Instrument, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Security Instrument and all other applications of any such provision shall not be affected thereby.

9. Addresses.

The name and address of the Borrower is:

**Matthew Frederick Winans
2755 N. Spauldig Ave #2N
Chicago, IL 60647**


The name and address of the Lender/Secured Party is:

**GreenState Credit Union, a State Chartered Credit Union
2355 Landon Road
P.O. Box 800
North Liberty, IA 52317**

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



MATTHEW FREDERICK WINANS 12/12/23 (Seal)
DATE



PATRICIA BAILEY 12/12/23 (Seal)
DATE

ATTENTION COUNTY CLERK. This instrument covers goods that are or are to become fixtures on the Property described herein and is to be filed for record in the records where Security Instruments on real estate are recorded. Additionally, this instrument should be appropriately indexed, not only as a Security Instrument but also as a financing statement covering goods that are or are to become fixtures on the Property described herein. The mailing address of the Borrower (Debtor) and Lender (Secured Party) are set forth in this Security Instrument.

