

Illinois Anti-Predatory  
Lending Database  
Program

Certificate of Exemption



Report Mortgage Fraud  
844-768-1713



\*2408107012\*

Doc# 2408107012 Fee \$88.00

ILRHSP FEE:\$18.00 RPRF FEE:\$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK'S OFFICE

DATE: 3/21/2024 11:52 AM

PAGE: 1 OF 14

The property identified as: PIN: 10-26-100-043-0000

Address:

Street: 3901 Oakton Street

Street line 2:

City: Skokie

State: IL

ZIP Code: 60076

Lender: The Lising Living Trust u/a/d 5/5/2004 C/O Benjamin G. Lising and Fructuosa O. Lising, Co-Trustees

Borrower: Anita C. Cabanlit

Loan / Mortgage Amount: \$550,528.52

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: 143C7000-A865-4B83-AE02-6EB905091EF4

Execution date: 3/15/2024

# UNOFFICIAL COPY

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This Instrument was prepared  
by and after recording return  
to:

Marc D. Sherman  
Marc D. Sherman & Colleagues, P.C.  
3700 West Devon Avenue Ste 1  
Lincolnwood Illinois 60712  
mshermanlawoffice@icloud.com  
(847) 674-8756

## **MORTGAGE AND ASSIGNMENT OF RENTS**

**THIS MORTGAGE** (hereinafter this "Mortgage" or this "Security Instrument") is made as of the 15th day of March, 2024, between the Mortgagor(s), **ANITA C. CABANLIT** ("Borrower"), and the Mortgagee, **THE LISING LIVING TRUST U/A/D 5/5/2004**, c/o Benjamin G. Lising and Fructuosa O. Lising, co-Trustees, its successors and/or assigns ("Lender"):

**WHEREAS**, Borrower is or may become indebted to Lender pursuant to the terms of that certain Promissory Note (herein the "Note") of even date herewith by and between Borrower and Lender in the principal sum of FIVE HUNDRED AND FIFTY THOUSAND AND FIVE HUNDRED TWENTY-EIGHT AND 52/100 THS DOLLARS (\$550,528.52) together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for such Note, evidencing the Borrower's obligation to repay amounts advanced by Lender; and

**TO SECURE TO LENDER** (a) the repayment of the principal, interest and all other amounts payable to Lender under the Note and all renewals, extensions, and modifications thereof, and (b) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of and enforcement of this Mortgage, and (c) the performance and observance of all the covenants, provisions and agreements of Borrower herein and of any guarantor or obligor under the

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guaranty or other security instrument given to further secure the performance of any obligations of Borrower to Lender (collectively with the Note, all such documents are referred to herein as the "Loan Documents"), and in consideration of the premises and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Borrower, **Borrower hereby mortgages, grants, conveys and assigns to Lender** all of Borrower's right, title and interest in the real estate commonly known as **3901 OAKTON STREET, SKOKIE, IL 60076**, (PIN: 10-26-100-043-0000) and legally described on Exhibit "A" attached hereto and made a part hereof;

TOGETHER with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights and water stock, and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions thereto 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 (herein referred to as the "Property"); and

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and have full right, power and authority to mortgage, grant, convey and assign the Property, and that the Property is unencumbered, and that Borrowers will warrant and defend generally the title to the Property against all claims and demands, subject to any declaration, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy; and Borrower and Lender covenant and agree further as follows:

1. PAYMENT OF PRINCIPAL, INTEREST AND EXPENSES. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, any prepayment and late charges and penalties and amounts provided in the Note and all other sums secured by this Instrument. In the event the agreed payment is less than the interest due, the excess unpaid interest shall be added to the principal due under the Note.

2. APPLICATION OF PAYMENTS. Unless applicable law or the Note provide otherwise, all payments received by Lender from Borrower under the Note or this Instrument shall be applied by Lender first to any late charges, penalties and fees payable on the Note and this Instrument, then to any interest payable on the Note, then to principal of the Note.

3. CHARGES; LIENS. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property that may attain a priority over this Mortgage, by Borrower making payment when due directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien that has priority over this Mortgage, provided that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, in Lender's sole discretion, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings that operate to prevent the enforcement of the lien or forfeiture of the

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Property or any part thereof.

4. HAZARD INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the Property insured by carriers at all times satisfactory to Lender against loss by fire, hazards included within the term "extended coverage", rent loss and such other hazards, casualties, liabilities and contingencies as Lender shall require and in such amounts and for such periods as Lender shall require; provided that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

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 premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in a form reasonably acceptable to Lender and shall include a standard mortgagee clause in favor of and in form acceptable to Lender. Lender shall be provided with complete copies of the policies, and Borrower shall promptly furnish to Lender copies of all renewal notices and all receipts of paid premiums. At least thirty (30) days prior to the expiration date of each policy the Borrower shall deliver to Lender a renewal policy in form satisfactory to Lender. In the event of loss, Borrower shall give immediate written notice to the insurance carrier and to Lender. If Borrower is in default under the Note or this Security Instrument, Borrower hereby authorizes and empowers Lender as attorney-in-fact for Borrowers to make proof of loss, to adjust and to compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Lender's expenses incurred in the collection of such proceeds; provided, however, that nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration and repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Security Instrument is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within thirty (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 to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal under the Note shall not extend or postpone the due date of

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the monthly installments referred to therein or change the amount of such installments. If under the provisions hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to such sale or acquisition.

5. **PRESERVATION AND MAINTENANCE OF PROPERTY.** Borrower and agrees that Borrower (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as Lender may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (d) shall keep the Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property, (f) shall at all times remain responsible for and pay all general and special real estate taxes and charges and other assessments levied by any authority with respect to the Property, subject any Real Estate Tax Escrow established pursuant to Section 27 for that purpose, and (g) shall give notice in writing to Lender of and, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding purporting to affect the Property, the security of this Instrument or the rights or powers of Lender.

6. **PROTECTION OF LENDER'S SECURITY.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if any action or proceeding is commenced which affects the Property or title thereto or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option may make such appearances, disburse such sums and take such action as Lender deems necessary, in its sole discretion to protect Lender's interest, including, but not limited to, (i) disbursement of attorney's fees, (ii) entry upon the Property to make repairs, (iii) procurement of satisfactory insurance as provided hereinabove, and may also (iv) declare all of the sums secured by this Instrument to be immediately due and payable without prior notice to Borrower, and Lender may invoke any remedies permitted by this Instrument. Any amounts disbursed by Lender pursuant to this paragraph, with interest thereon at the rate stated in the Note, shall become additional indebtedness of Borrowers secured by this Security Instrument. Nothing contained in this paragraph shall require Lender to incur any expenses or take any action hereunder.

7. **INSPECTION.** Lender may make or cause to be made reasonable entries upon and inspections of the Property at any time and from time to time, provided that Lender shall give Borrower notice reasonable under the circumstances prior to any such inspection specifying

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reasonable cause thereof related to Lender's interest in the Property.

8. CONDEMNATION. Borrower shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, and Borrower shall appear in and prosecute any such action or proceeding unless otherwise directed by Lender in writing. Borrower authorizes Lender, at Lender's option, as attorney-in-fact for Borrower, to commence, appear in and prosecute, in Lender's or Borrower's name(s), any action or proceeding relating to any condemnation or other taking of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lender.

Borrower authorizes Lender to apply such awards, payments, proceeds or damages, after the deduction of Lender's expenses incurred in the collection of such amounts, to payment of the sums secured by this Instrument, whether or not then due, in the order of application set forth in paragraph 2 hereof, with the balance, if any, to Borrower. Unless Borrower and Lender otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to herein or in the Note or change the amount of such installments. Borrower agrees to execute promptly upon Lender's demand such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as lender may require.

9. BORROWER AND LIEN NOT RELEASED. From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Borrower, Borrower's successors or assigns or of any junior lienholder or guarantors, without liability on Lender's part and notwithstanding Borrower's breach of any covenant or agreement of Borrower in this Security Instrument, extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of said indebtedness, accept a renewal note or notes therefore, modify the terms and time of payment of said indebtedness, release from the lien of this Instrument any part of the Property, take or release other or additional security, recover any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, join in any extension or subordination agreement, and agree in writing with Borrower to modify the rate of interest or period of amortization of the Note or change the amount of the monthly installments payable thereunder. Any actions taken by Lender pursuant to the terms of this paragraph shall not affect the obligation of Borrower or Borrower's successors or assigns to pay the sums secured by this Instrument and to observe the covenants of Borrower contained herein, shall not affect the guaranty of any person or entity for payment of the indebtedness secured hereby, and shall not affect the lien or priority of the lien hereof on the Property. Borrower shall pay Lender a reasonable service charge, together with such title insurance premiums and attorney's fees as may be incurred at Lender's option, for any such action if taken at Borrower's request.

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10. **FORBEARANCE BY LENDER NOT A WAIVER.** 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 right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Instrument.

11. **REMEDIES CUMULATIVE.** Each remedy provided in this instrument is distinct from and cumulative to all other rights or remedies under this Instrument, or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

12. **SUCCESSOR AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CAPTIONS; CORPORATE AUTHORITY.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrowers subject to the provisions hereof. All covenants and agreements of Borrowers shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

13. **NOTICE.** Any notice or other communication to be provided to Borrower or Lender under this Note shall be in writing and sent to the parties at the addresses shown hereinbelow or to such other addresses as the parties may designate in writing from time to time. Notice to a party shall be deemed given on the first business day after notice is placed with a recognized carrier (e.g. Federal Express, United Parcel Service), or on the third business day after notice is placed with the U.S. Mail, postage prepaid, first class certified mail, return receipt requested, properly addressed.

IF TO BORROWERS/MORTGAGORS to:

Anita C. Cabanlit  
3901 Oakton Street  
Skokie, IL 60076

IF TO LENDER: The Lising Living Trust U/A/D 5/5/2004  
c/o Benjamin G. and Fructuosa O. Lising, Trustees  
9325 Nashville  
Morton Grove, Illinois 60053

with a copy to: Marc D. Sherman, Esq.  
Marc D. Sherman & Colleagues, P.C.  
3700 West Devon Avenue, Suite E  
Lincolnwood, Illinois 60712

14. **GOVERNING LAW; SEVERABILITY; PLURALITY.** This Mortgage/Security Instrument shall be governed by the law of the jurisdiction in which the Property is located.

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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 that can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable. As used in this Mortgage, (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender, (b) words in the singular shall mean and include the plural and vice versa, and (c) the word "may" gives sole discretion without any obligation to take any action.

15. **BORROWER'S COPY.** Borrower acknowledges receipt of a conformed copy of the Note and a copy of this Mortgage/Security Instrument at the time of execution or after recordation hereof, and copies of all other Loan Documents executed by Borrower relating to the Note and Mortgage/Security Instrument.

16. **TRANSFER OF THE PROPERTY.** If all or any part of the Property or any interest in the Property is sold or transferred without the Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, and (b) the creation of a purchase money security interest for improvements applicable and approved by Lender, the Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. If Lender exercises this option, Lender shall give Borrower notice of acceleration in accordance with the terms of the Note and the terms herein. Such notice shall provide a period of not less than 30 days from the date the notice is given within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of such period, Lender may invoke any remedies permitted by this Mortgage/Security Instrument without further notice or demand on Borrower.

17. **ACCELERATION; REMEDIES.** Any and all rights of acceleration and remedies set forth in this paragraph are not exclusive and are not required to be pursued by Lender but rather are in addition to any and all other rights and remedies available to Lender pursuant to this Security Instrument or any other Loan Document, including but not limited to the Note executed by Borrower of even date herewith or any guaranty related to the Note. In addition to the terms of paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Security Instrument or any other obligation of payment or performance under the Note or the other Loan Documents made by Borrower, including the covenants to pay when due any sums secured hereby, Lender prior to acceleration shall mail notice to Borrower of the breach or default and Borrowers shall have twenty-one (21) days within which to cure the breach or default to the Lender's satisfaction (the notice period shall run contemporaneously with any notice period that is provided under any of the other Loan Documents). If Borrower does not so cure the breach or default, the Lender, at Lender's option, may declare all of the sums secured hereby immediately due and payable without further demand and may foreclose the lien created by this Security Instrument by judicial proceeding or exercise such other remedies or rights as available to Lender at law or in equity. Lender shall be entitled to collect in such proceeding all expenses of collection, enforcement and/or foreclosure, including, but not limited to, reasonable attorneys' fees

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and court costs, and costs of documentary evidence, abstracts and title reports.

18. **ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** As additional security hereunder, Borrower hereby irrevocably assigns to Lender any and all of the rents of the Property, provided that Borrower shall, prior to acceleration hereunder or abandonment of the Property have the right to collect and retain such rents as they become due and payable. Upon acceleration of the amounts due under the Note and this Mortgage or Borrower's abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled 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 Lender or 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 hereby. Lender and the receiver (if applicable) shall be liable to account only for those rents actually received. All expenses related to the participation of a receiver shall be considered to be due and owing in the same manner as all other amounts due under the Note and this Security Instrument.

19. **RELEASE.** Upon payment of all sums secured hereby, Lender shall provide a release of the lien created hereunder without charge to Borrower to prepare the release. Borrower shall pay all costs of recordation, if any.

20. **NOT HOMESTEAD PROPERTY/WAIVER OF HOMESTEAD.** Borrower declares and confirms that the Property is NOT a homestead property.

21. **INTENTIONALLY OMITTED.**

22. **WAIVERS AND CONSENTS.** Lender shall not be deemed to have waived any rights hereunder (or under the other Loan Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right or remedy available to Lender shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Security Instrument shall neither constitute a waiver of nor prejudice to the party's right otherwise to demand strict compliance with that provision or any other provision of this document. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or either of them, shall constitute a waiver of any of Lender's rights or any of Borrower's obligations as to any future transactions.

23. **LENDER'S DISCRETION.** Whenever this Mortgage requires either Lender's consent, election, approval or similar action or otherwise vests in Lender the authority to make decisions and/or determinations, such actions shall be made or withheld in Lender's sole and absolute discretion, unless specifically provided otherwise and the granting of any consent, election, approval or similar action by Lender in any instance shall not constitute continuing consent, election, approval or similar action in subsequent instances where such is required.

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**24. WAIVER OF RIGHT TO TRIAL BY JURY; WAIVER OF SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL AND(OR) PUNITIVE DAMAGES.**

**BORROWER AND LENDER EACH WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (i) UNDER THIS MORTGAGE OR ANY RELATED LOAN DOCUMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT WHICH MAY IN THE FUTURE BE DELIVERED BETWEEN THE PARTIES IN CONNECTION HEREWITH OR ANY RELATED DOCUMENT OR (ii) ARISING FROM ANY RELATIONSHIP EXISTING ON CONNECTION HEREWITH, AND EACH AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. BORROWER AND LENDER EACH WAIVE AND AGREE THAT IT WILL NOT ASSERT ANY CLAIM AGAINST LENDER OR ANY OTHER PERSON INDEMNIFIED UNDER THIS MORTGAGE ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.**

I/WE have read, understand and agree with the above-referenced statements and terms in this paragraph 24:

**BORROWER INITIALS:** *RL* \_\_\_\_\_

**25. BUSINESS LOAN.** Borrower represents, warrants, covenants and agrees that all proceeds of the loan evidenced by this Security Instrument and the Note secured hereby are intended to and in fact shall be used solely for the purpose of carrying on a business or commercial enterprise by the Borrower and not for a consumer loan and not for a personal loan, and not for personal, family or household use. As a result, Borrower agrees that the obligations evidenced by this Mortgage and the Note are an exempted transaction under the following laws: (i) Truth-In-Lending Act, 15 U.S.C. Section 1601, et seq., (ii) the Real Estate Settlement Procedures Act, 12 U.S.C. 2601, et seq., and (iii) the Illinois Interest Act, 815 ILCS 205, et seq., as amended, and that the purpose of the loan represented by the Note specifically comes with the purview of Section 4(1)(c) of the Illinois Interest Act.

I/WE have read, understand and agree with the above-referenced statements and terms in this paragraph 25:

**BORROWER INITIALS:** *RL* \_\_\_\_\_

**26. AUTHORITY TO BIND.** Borrower represent and warrant to Lender that Borrower is the sole owner of fee simple title to the Property and that Borrowers has full and unlimited power and authority to enter into this Security Instrument and to bind and encumber the Property to the commitments made hereunder, and to convey or cause the conveyance of this Instrument and security interest in the Property to Lender, and that no consent by anyone other than Borrower is required to bind and encumber the Property with this Mortgage, and that the execution of this Mortgage by Borrower is the duly authorized and legally binding action of

Initial: *RL* \_\_\_\_\_

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Borrower, and upon execution hereof the Borrower and the Property shall be bound by and subject to the terms and provisions herein.

**27. REAL ESTATE TAX ESCROW.** In order to secure the performance and discharge of Borrower's obligation to pay Real Estate Taxes as provided hereunder, but not in lieu of such obligation, in the event of a failure by Borrower to pay the Real Estate Taxes for the Property when due, the Lender and Borrower agrees that they shall establish an escrow in a non-interest-bearing account maintained by Lender for the benefit of the Borrower (the "Escrow") to hold the Borrower's deposit of funds from time to time in accordance with this Section. Borrower shall make an initial deposit to the Escrow on the date that is thirty (30) days following a default as described above in the amount of the anticipated payment to become due for the real estate tax installment next due. Thereafter Borrower shall make monthly escrow deposits to Lender on the first day of the month, commencing on the next succeeding month and on the first day of each succeeding month, in addition to monthly principal and interest payments due under the Note, in an amount equal to one-twelfth (1/12th) of the Real Estate Taxes expected to be paid from time to time during the coming calendar year, as reasonably estimated by the Lender to be sufficient to pay such taxes prior to their due dates. These payments are due for deposit to the Escrow even during the months when there may be no principal or interest payment due under the terms of the Note. "Real Estate Taxes" means general and special real estate or ad valorem real property taxes.

Within thirty (30) days after issuance of the actual tax bills for the Real Estate Taxes, the Lender shall account to Borrower for the payment of Real Estate Taxes since the prior account, the Lender shall adjust the monthly escrow deposit amount based upon the increase or decrease in the most recent full year Real Estate Tax bill, and Lender shall notify Borrower of the amount of any increase or decrease in the monthly deposits necessary to comply with this Section. If there is any excess Escrow deposit to be returned to Borrower based upon the adjustment or if there is any deficiency in the Escrow balance to be deposited by Borrower based upon the adjustment, such amount shall be returned or deposited as the case may be within thirty (30) days after notice thereof.

**28. NO MERGER.** It being the desire and the intention of the parties hereto that this Security Instrument and the lien hereof do not merge in fee simple title to the Property, it is hereunder understood and agreed that, should Lender acquire any additional or other interests in or to said Property or the ownership thereof, then, unless a contrary interest is manifested by Lender as evidenced by an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title, such that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.


**29. ATTORNEY-IN-FACT.** If Borrower fails to do any of the things required to be done by Borrowers, Lender may do so for and in the name of Borrower and at Borrower's expense. For such purposes, Borrower hereby irrevocably appoints Lender (for Lender's Manager or delegate as the case may be) as Borrower's agent and attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's opinion, to accomplish any matters required by this Security Instrument or the Note.

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**IN WITNESS WHEREOF**, the Parties have executed this Security Instrument as of the day and year above first written.

**BORROWER/GRANTOR:**

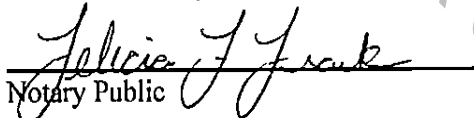
**ANITA C. CABANLIT**

  
\_\_\_\_\_

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY THAT ANITA C. CABANLIT, individually, appeared before me this day in person and signed and sealed the said instrument as her/his/their own free and voluntary act and at that time produced to me valid driver's licenses or other acceptable identification:

GIVEN under my hand and notarial seal this 15<sup>TH</sup> day of MARCH, 2024:

  
\_\_\_\_\_  
Notary Public

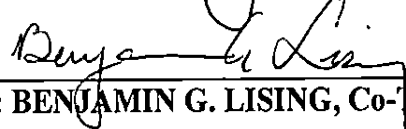
SEAL HERE:

Commission Expires: 09-13-2025  
Commission No. : 860624



**ACCEPTED BY LENDER:**  
**THE LISING LIVING TRUST U/A/D 5/5/2004,**

  
\_\_\_\_\_  
**BY: FRUCTOSA O. LISING, Co-Trustee**

  
\_\_\_\_\_  
**BY: BENJAMIN G. LISING, Co-Trustee**

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES

Initial: AL \_\_\_\_\_

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HEREBY CERTIFY THAT Fructosa O. Lising and Benjamin G. Lising, together appeared before me this day in person and signed and sealed the said instrument as her/his/their own free and voluntary act, and as the free and voluntary act and at that time produced to me their valid driver's licenses or other acceptable identification:

GIVEN under my hand and notarial seal this 15<sup>TH</sup> day of March, 2024:

*Felicia F. Franks*  
Notary Public

SEAL HERE:

Commission Expires: 09-13-2025  
Commission No. 860624



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## EXHIBIT A

### LEGAL DESCRIPTION

LOT 28 IN BLOCK 11 IN EDSON SUBDIVISION OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE NORTH WEST 1/4 (EXCEPT A PART OF THE NORTH EAST CORNER THEREOF) TOGETHER WITH PART OF LOT 12 IN LAFLIN, SMITH OF DYER'S SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 10-26-100-043-0000

Common Address: 3901 Oakton Street, Skokie, IL 60076