Doc#. 2414320208 Fee: \$107.00 CEDRIC GILES COOK COUNTY CLERK'S OFFICE Date 5/22/2024 10:51 AM Pg: 1 of 12

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud 844-768-1713

The property identified as:

PIN: 25-16-315-001-00(0

Address:

Street:

10801 S Eggleston Ave

Street line 2:

City: Chicago

State: IL

ZIP Gean: 60628

Lender: Bethpage Federal Credit Union

Borrower: Kristy Robinson Moore and Anthony Moore

Loan / Mortgage Amount: \$91,600.00

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 loan is a HELOC which is not simultaneous with a new first mortgage.

 2414320208 Page: 2 of 12

UNOFFICIAL COPY

Prepared by: REGINA M. UHL ASURITYDOCS 717 N. HARWOOD, SUITE 1600 DALLAS, TX 75201

Recording Requested By and Return To:
BETHPAGE FEDERAL CREDIT UNION
ATTENTION: HOME EQUITY
FULFILL MENTON STREET, SUITE 1400
BALTIMORE, MD 71224

IS	pace	Above	This	Line F	or	Recording	Data		

MORTGAGE

Loan No: 0000829885

DEFINITIONS

(A) "Borrower" is KRISTY ROBINSON (CORE AND ANTHONY MOORE, currently residing at 10801 S EGGLESTON AVE, CHICAGO, IL 60629. Borrower is the mortgagor under this Security Instrument. (B) "Lender" is BETHPAGE FEDERAL CREDIT UNION. Lender is a Federal Credit Union organized and existing under the laws of the State of NEW YORK. Lender's address is 899 SOUTH OYSTER BAY ROAD, BETHPAGE, NY 11714. Lender is the mortgagee under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.

(C) "Secured Indebtedness" means:

- (1) The debt, interest, finance charges, and other fees and charges incurred under the terms of the Home Equity Line of Credit Agreement and Disclosure Statement ("HELOC") dated May 2, 2024; the HELOC matures on May 28, 2054.
- (2) Any advance made to Borrower or obligation incurred by Borrower pursuant to any contract or evidence of indebtedness benefitting Lender, regardless of who tiver such advance has been made or such obligation has been incurred in whole or in part as or the date of this Security Instrument.
- (3) Any sum paid and expense incurred by Lender under the terms of this 3: curity Instrument.
 (D) "Credit Limit" means the maximum aggregate amount of principal that may be secured by this Security Instrument at any one time. The Credit Limit is \$91,600.00. Except to the extent prohibited by Applicable Law, the Credit Limit does not apply to interest, finance charges, and other fees and charges validly incurred by Borrower under this Security Instrument. The Credit Limit also does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

ILLINOIS HELOC Security Instrument ILLOCSI

Asurity.com

9999346696

Page 1 of 10

Data ID: LVP2BQF

Loan No: 0000829885

	to this Security Instrument that are signed and to be a part of this Security Instrumer ox as applicable]:	
☐ Condominium Rider ☐ Second Home Rider	☐ Planned Unit Development Rider ☐ Other(s) [specify]	☐ 1-4 Family Rider
to this document. (G) "Applicable Law" means a ordinances, and administrative refinal, non-appealable judicial opin (H) "Electronic Fund Transfer check, draft, or similar paper instrument, computer, or magnedebit or credit an account. Such teller machine transactions, transcommunicating with such imane (I) "Electronic Signature" meapplicable. (J) "E-SIGN" means the Electronic 1 of the seq.), as it may be amelegislation that governs the same (K) "Property" means the propone THE PROPERTY." (L) "UETA" means the Uniform electronic information, records, as	"means any transfer of funds, other that trument, which is initiated through an electic tape so as to order, instruct, or author term includes, but is not limited to, poir sfers initiated by telephone or other electial institution, wire transfers, and automans an "Electronic Signature" as defined only only natures in Global and National Conded from time to time, or any applicable subject matter. Transactions Act, or a similar and signatures, as enacted by the jurisd from time to time, or any applicable addition time to time, or any applicable addition time to time, or any applicable addition time to time, or any applicable additions.	and local statutes, regulations, law) as well as all applicable an a transaction originated by ectronic terminal, telephonic orize a financial institution to int-of-sale transfers, automated ctronic device capable of ated clearinghouse transfers. In the UETA or E-SIGN, as commerce Act (15 U.S.C. § e additional or successor. "TRANSFER OF RIGHTS IN ar act recognizing the validity of iction in which the Property is
renewals, extensions, and modi Borrower's covenants and agree purpose, Borrower mortgages, g	s to Lender (i) the repayment of the Sec fications of the Secured Indebtedness, a ements under this Security Instrument a grants, conveys, and warrants to Lender	and (ii) the performance of
located in the County of COOK	ITACHED HERETO AND MADE A PAI	RT HEREDE EXHIBIT A
Permanent Index Number: 25-		Office
		./^

ILLINOIS HELOC Security Instrument ILLOCSI

Asurity.com
0000829885+2+10+AALOCSI

Initials: 07/2021
Page 2 of 10
Data ID: LVP2BQF

Loan No: 0000829885

which currently has the address of 10801 S EGGLESTON AVE,

[Street]

CHICAGO, Illinois 60628 [Zip Code]

("Property Address"),

and Borrower releases and waives all rights under and by virtue of the homestead exemption laws of this State.

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, royalties, mineral rights, oil or gas rights or profits, water rights, and fib tures now or subsequently a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property."

BORPOVER REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to mortgage, grant, and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing.

ADVANCES

Any advances made under the HELOC may be made, repaid, and remade from time to time, subject to the limitations of the HELOC. Regardless of whether the Secured Indebtedness is reduced to a zero balance, this Security Instrument will remain in effect until released or reconveyed.

Any advances made in excess of the Credit Limit will not be secured by this Security Instrument if prohibited by Applicable Law or, if not prohibited by Applicable Law, unless (i) Lender agrees to increase the Credit Limit and complies with any subsequent disclosure, rescission, and other requirements under Applicable Law and (ii) Borrower agrees to execute any documents Lender requires to evidence and secure the increase in the Credit Limit. Lender will not be obligated in any way under this Security Instrument to increase the Credit Limit or to make additional or future loans or advances in any amount.

THIS SECURITY INSTRUMENT combines uniform covenants for pational use with limited variations and non-uniform covenants that reflect specific Illinois state requirements to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Secured Indebtedness; Performance of Obligations. Borrower will pay when due the Secured Indebtedness and will perform all of Borrower's obligations under the HELOC and this Security Instrument.
- 2. Charges; Liens. Borrower will pay all taxes, assessments, charges, fines, and impositions attributable to the Property that can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and the dues, fees, and assessments of a condominium association, homeowners association, or similar organization, if any.

Borrower will make all payments and comply with all covenants as and when required by any mortgage, deed of trust, security agreement, or other lien document evidencing a lien that is prior to this

Initials: <u>KR</u>

07/2021

Page 3 of 10 Data ID: LVP2BQF

0000829885+3+10+AALOCS

ILLOCS1

Asurity.com

ILLINOIS HELOC Security Instrument

2414320208 Page: 5 of 12

UNOFFICIAL COPY

Loan No: 0000829885

Security Instrument and that is approved by Lender. Borrower will not modify, extend, or increase the amount secured by such prior lien document without Lender's written consent.

Upon demand Borrower will furnish to Lender satisfactory evidence of payment of such taxes, assessments, charges, fines, impositions, and prior liens.

Borrower will promptly discharge any lien not approved by Lender that has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings that in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien that can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given. Borrower will satisfy the lien or take one or more of the actions set forth above in this Section 2.

3. Property insurance. Borrower will keep the improvements now existing or hereafter erected on the Property insured against fire, hazards included within the term "extended coverage," flood, and any other hazards including without limitation earthquakes, for which Lender requires insurance. This insurance will be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences may change during the term of the HELOC. Borrower may obtain such insurance from the insurance carrier of Borrower's choice, subject to Lender's right to disapprove Borrower's choice, which right will not be exercised unreasonably.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Porrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage will cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard, or liability, and might provide creater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 3 will be Secured Indebtedness and will be phyable according to the terms of the

All insurance policies required by Lender and renewals of such policies will be subject to Lender's right to disapprove such policies, will include a standard mortgage clause, and will name Lender as mortgagee and/or as an additional loss payee. Lender will nave the right to hold the policies and renewal certificates. If Lender requires, Borrower will promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage not otherwise required by Lender, for damage to, or destruction of, the Property, such policy will include a standard mortgage clause and will name Lender as mortgagee and/or as an additional loss payer.

In the event of loss, Borrower will give prompt notice to the insurance carrie and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, will be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender will have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection will be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an

ILLINOIS HELOC Security Instrument

ILLOCSI

Asurity.com

0000829885+4+10+AALOCSI

Initials: V AM 07/2021

Page 4 of 10 Data ID: LVP2BQF

Loan No: 0000829885

agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender will not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower will not be paid out of the insurance proceeds and will be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds will be applied to the Secured Indebtedness, whether or not then due, with the excess, if any, paid to Borrower.

4. Preservation, Maintenance, and Protection of the Property; Occupancy and Use of the Property; and Inspection. Borrower will not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower will maintain the Property in order to prevent the Property from deteriorating or decreasing in value, due to its condition, such as would adversely affect Lender's security in the Property. Unless it is determined pursuant to Section 3 that repair or restoration is not economically feasible, Borrower will promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower will be responsible for repairing or restoring the Property only if Lender has released proceeds or such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower will not be relieved of Borrower's obligation for the completion of such repair or restoration.

Borrower will not materially change the present occupancy and use of the Property without Lender's written consent. Borrower will not use the Property in an illegal manner or for any illegal use such as would subject the Property to seizure.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender will give Borrower notice at the time of or pric. to such an interior inspection specifying such reasonable cause.

5. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien that may attain priority over this Security Instrument, or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to proter. Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions may include, but are not limited to: (a) paying any sums secured by a lien that has priority over this Security instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees, to the extent not prohibite any Applicable Law, to protect its interest in the Property and/or rights under this Security Instrument, including Lender's secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and win lows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 5, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 5.

Any amounts disbursed by Lender under this Section 5 will be Secured Indebtedness and will be payable according to the terms of the HELOC.

If this Security Instrument is on a leasehold, Borrower will comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title will not merge unless

Initials: 42

07/2021 Page 5 of 10

Page 5 of 10 Data ID: LVP2BQF

ILLOCSI

Asurity.com

0000829885+5+10+AALOCS

ILLINOIS HELOC Security Instrument

Loan No: 0000829885

Lender agrees to the merger in writing. If the Property is located in a condominium project or a planned unit development. Borrower will perform all of Borrower's obligations under the covenants, by-laws, or regulations of the condominium project or planned unit development.

- 6. Condemnation. Borrower will give Lender prompt notice of any condemnation or eminent domain proceeding or action pending or threatened against the Property and authorizes Lender to intervene in Borrower's name in any such proceeding or action. Borrower assigns to Lender any money awarded to Borrower pursuant to such proceeding or action, and such money will be applied to the Secured Indebtedness, whether or not then due, with the excess, if any, paid to Borrower.
- 7. Loan Charges. If the HELOC is subject to a law that sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the HELOC exceed the permitted limits, then: (a) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower that exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the HELOC or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the HELOC). Borrower's acceptance of any such rufund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.
- 8. Notices; Borrower's Physical Address. All notices given by Borrower or Lender in connection with this Security insurament must be in writing.
- (a) Notices to Borrower. Unless Applicable Law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when (i) mailed by first class inail, or (ii) actually delivered to Borrower's Notice Address (as defined in Section 8(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 8(b) below). Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. If any notice to Borrower required by this Security Instrument is also required under Applicable Law the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.
- (b) Electronic Notice to Borrower. Unless ar other delivery method is required by Applicable Law, Lender may provide notice to Borrower by e-mail or class electronic communication ("Electronic Communication") if: (i) agreed to by Lender and Borrower in viriting; (ii) Borrower has provided Lender with Borrower's e-mail or other electronic address ("Electronic Address"); (iii) Lender provides Borrower with the option to receive notices by first class mail or by other non clentronic Communication instead of by Electronic Communication; and (iv) Lender otherwise complies with Applicable Law. Any notice to Borrower sent by Electronic Communication in connection with this Security Instrument will be deemed to have been given to Borrower when sent unless Lender becomes aware inet such notice is not delivered. If Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will resend such communication to Borrower by first class mail or by other non-Electronic Communication. Borrower may withdraw the agreement to receive Electronic Communications from Lender at any time by providing written notice to Lender of Borrower's withdrawal of suc't agreement.
- (c) Borrower's Notice Address. The address to which Lender will send Borrowe notice ("Notice Address") will be the Property Address unless Borrower has designated a different address by written notice to Lender. If Lender and Borrower have agreed that notice may be given by Electronic Communication, then Borrower may designate an Electronic Address as Notice Address. Borrower will promptly notify Lender of Borrower's change of Notice Address, including any changes to Borrower's Electronic Address if designated as Notice Address. If Lender specifies a procedure for reporting Borrower's change of Notice Address, then Borrower will report a change of Notice Address only through that specified procedure.

ILLINOIS HELOC Security Instrument

ILL OCSI.

Asunly.com

Data ID: LVP2BQF

Loan No: 0000829885

(d) Notices to Lender. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated in this Security Instrument unless Lender has designated another address (including an Electronic Address) by notice to Borrower. Any notice in connection with this Security Instrument will be deemed to have been given to Lender only when actually received by Lender at Lender's designated address (which may include an Electronic Address). If any notice to Lender required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(e) Borrower's Physical Address. In addition to the designated Notice Address, Borrower will provide Lender with the address where Borrower physically resides, if different from the Property

Address, and notify Lender whenever this address changes.

9. Governing Law; Severability; Rules of Construction. This Security Instrument will be governed by lederal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. In the event that any provision or clause of this Security Instrument or the HELOC conflicts with Applicable Law, such conflict will not affect other provisions of this Security Instrument or the HELOC that can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender will mean and include corresponding neuter works or words of the feminine gender; (b) words in the singular will mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to

10. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability will be joint and several. However, any Borrower who co-signs this Security in arc ment but does not execute the HELOC (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant, and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear, or make any accommod itions with regard to the terms of this Security Instrument or the HELOC without the co-signer's consent.

Subject to the provisions of Section 11, any successor to the interests of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, will obtain all of Borrower's rights and benefits under this Seprity Instrument. Borrower will not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument will bind and benefit the successors and assigns of Lender.

11. Transfer of the Property or a Beneficial Interest in Botrower. As used in this Section 11, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract, or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or trar sfer ed (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred, without Lender's prior written consent, Lender may require immediate payment in full of the Secures Indebtedness. However, this option will not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 8 within which Borrower must pay the Secured Indebtedness in full. If Borrower fails to pay the Secured Indebtedness in full prior to the expiration of this period, Lender may invoke any remedies permitted by

Initials: <u>K</u>

07/2021

Page 7 of 10 Date ID: LVP2BQF

ILLINOIS HELOC Security Instrument

ILLOCSI

Asurity,com



2414320208 Page: 9 of 12

UNOFFICIAL COPY

Loan No: 0000829885

this Security Instrument without further notice or demand on Borrower.

12. Hazardous Substances. As used in this Section 12: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower will not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower will not do, or allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) that creates an Environmental Condition, or (c) that, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences will not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower promptly will good Lender written notice of (a) any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge; (b) any Environmental Condition, including but no limited to, any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (c) any condition caused by the presence, use, or release of a Hazardous Substance that adversely arcosts the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority or any private party that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower will promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein will create any obligation on Lender for an Environmental Cleanup.

- 13. Escrow for Taxes and Insurance. Unless of he wise provided in a separate agreement, Borrower will not be required to pay in escrow to Lender funds for taxes, insurance, and other assessments.
- 14. Default. Borrower will be in default under the HELOC and this Security Instrument if without limitation any of the following occur: (a) Borrower engaged or engages in fraud or material misrepresentation in connection with any aspect of the HELOC or this Socurity Instrument, including without limitation Borrower's application for the HELOC and Borrower's occupancy of the Property; (b) Borrower does not meet repayment terms under the HELOC; (c) Borrower's action or inaction adversely affects the collateral for the HELOC (including without limitation the Property) or Lender's rights in the collateral including without limitation: (i) Borrower's failure to maintain the insurance required under Section 3 of this Security Instrument; (ii) Borrower's transfer of the Property as provided in Section 11 of this Security Instrument; (iii) Borrower's failure to maintain the Property or use of the Property in a destructive manner; (iv) Borrower's commission of waste of the Property; (v) Borrower's lailure to pay taxes due on the Property or Borrower's failure to act such that a lien superior to Lender's lien is filed against the Property; (vi) the death of all Borrowers; (vii) the Property is taken by condemnation or eminent domain; (viii) a judgment is filed against Borrower that subjects the Property to action that adversely affects Lender's interest in the Property; (ix) the creation of a lien on the Property without Lender's permission; or (x) a superior lien holder forecloses on the Property such that Lender's interest in the Property is adversely affected.

ILLINOIS HELOC Security Instrument

ILLOCSI

Asurity.com

0000829885+8+10+AALOCS

Initials: <u>KR AM</u>
07/2021

Page 8 of 10
Data ID: LVP2BQF

Loan No: 0000829885

15. Electronic HELOC Signed with Borrower's Electronic Signature. If the HELOC evidencing the debt for this Secured Indebtedness is electronic, Borrower acknowledges and represents to Lender that Borrower: (a) expressly consented and intended to sign the electronic HELOC using an Electronic Signature adopted by Borrower ("Borrower's Electronic Signature") instead of signing a paper HELOC with Borrower's written pen and ink signature; (b) did not withdraw Borrower's express consent to sign the electronic HELOC using Borrower's Electronic Signature; (c) understood that by signing the electronic HELOC using Borrower's Electronic Signature, Borrower promised to pay the debt evidenced by the electronic HELOC in accordance with its terms; and (d) signed the electronic HELOC with Borrower's Electronic Signature with the intent and understanding that by doing so, Borrower promised to pay the debt evidenced by the electronic HELOC in accordance with its terms.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

16. Acceleration; Remedies. Lender will give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice will comply with Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of the Secured Indebtedness without further demand and may foreclose this Security Instrument by judicial proceeding. Lender will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 16, including without limitation reasonable attorneys' fees, to the extent not prohibited by Applicable Law, and costs of title evidence.

If Borrower is in default, ander may elect not to accelerate the Secured Indebtedness but instead may refuse to make additional advances or reduce the Credit Limit. Even if Lender elects not to exercise any remedy under this Security Instrument. Lender does not forfeit or waive Lender's right to do so at a later time or to do so if Borrower is in default again.

17. Release. Upon payment in full of the Secured Indebtedness, Lender will release this Security Instrument. Borrower will pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a fund party for services rendered and the charging of the fee is permitted under Applicable Law.

18. Waiver of Homestead. Unless prohibited by Applicable Law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

19. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that I ender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including without limitation interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Secured Indebtedness: The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on Borrower's own.

20. Advances. Lender is obligated under the HELOC to make advances at any time during the Draw Period, as that term is defined in the HELOC.

ILLINOIS HELOC Security Instrument

ILLOCSI Asurity.com

tials: K 707/202

Page 9 of 10 Data ID: LVP2BQF 2414320208 Page: 11 of 12

UNOFFICIAL CC

Loan No: 0000829885

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider signed by Borrower and recorded with it.

KRISTY ROBINSON MOORE

(Seal) -Borrower

ANTHONY MOORE

(Seal) -Borrower

LINOIS

Ş

County of

This instrument was acknowledged before me on ROBINSON MOORE and ANTHONY MOORE.

by KRISTY

[Seal]

DARRYL CHAVERS SR Official Seal

Notary Public - State of Illinois My Commission Expires Dec 2 202 Notary Public

Of Colling Clart's Office My commission expires: 12-2-207

ILLINOIS HELOC Security Instrument

ILLOCSI

07/2021 Page 10 of 10 Date ID: LVP2BQF 2414320208 Page: 12 of 12

UNOFFICIAL COPY

EXHIBIT "A"

LOT 1 IN BLOCK 3 IN TENNINGA AND COMPANY'S SECOND BELLEVUE ADDITION TO ROSELAND IN THE SOUTHWEST '4 OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED MAY 28, 1924 AS DOCUMENT NO.8440024, IN COOK COUNTY, ILLINOIS.



This report is not title insurance. The maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.