9709/0302 55 001 Page 1 of 7 2001-12-19 15:01:23 Cook County Recorder 33.00

CITIBANK
Document Administration
15851 Clayton Road - MS 321
Ballwin, MO 63011



THIS INSTRUMENT WAS PREPARED BY: Diana Price

ACCOUNT NO.: 2707920696

#### HOME EQUITY LINE OF CREDIT MORTGAGE

In this Mortgage, "You," "Your" and "Yours" means <u>MEGAN STANTON</u>, "We," "Us" and "Our" means CITIBANK, FEDERAL SAVINGS BANK, which has a home office of One Sansome Street, San Francisco, CA 94124. The "Borrower" means <u>MEGAN STANTON</u>.

The "Agreement" means the Home Equity Line of Credit Agreen ent and Disclosure of even date herewith signed by the Borrower in connection with this Mortgage. The "Property" means the real estate, including the leasehold (if any), located at 3854 SOUTHPORT STREET NORTH, #1, CHICAGO, IL 60657 COOK County.

THIS MORTGAGE between You and Us is made as of the date next to Your first signature below and has a final maturity date 30 years and 2 months from such date.

The Agreement provides that the credit secured by the Property is an open-end revolving interest of credit at a variable rate of interest. The maximum amount of all loan advances made to the Borrower under the Agreement and which may be secured by this Mortgage may not exceed \$23,250.00 (the "Credit Limit"). At any particular time, the outstanding obligation of Borrower to Us under the Agreement may be any sum equal to or less than the Credit Limit plus interest and other charges (wing under the Agreement and amounts owing under this Mortgage. Obligations under the Agreement, Mortgage and any riders there to so all not be released even if all indebtedness under the Agreement is paid, unless and until We cause a mortgage release to be executed and such release is properly recorded.

TO SECURE to Us: (a) the payment and performance of all indebtedness and obligations of the Borrov er under the Agreement or any modification or replacement of the Agreement; (b) the payment of all other sums advanced in accordance herewith to protect the security of this Mortgage, with finance charges thereon at the variable rate described in the Agreement; and (c) the payment of any future advances made by Us to Borrower (pursuant to Paragraph 16 of this Mortgage (herein "Future Loan Advances")) and, in consideration of the indebtedness herein recited, You hereby mortgage, grant and convey to Us the Property.

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to You to collect and apply such 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 (which, if this Mortgage is on a unit in a condominium project or planned unit development, shall include the common elements in such project or development associated with such unit), all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property.

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CENTENNIAL TITLE INCORPORATED

410673 BOX 343

Mortgage, continued

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IN WITNESS WHEREOF, YOU HAVE EXECUTED THIS MORTGAGE, AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS STATED ON PAGES 3 THROUGH 6 FOLLOWING.

IF MORIGAGOR IS AN INDIVIDU	AL		
Mess	11/30/2001		
Mortgagor: MEGANSTANTON	11/30/2001	Madana	<u>-</u> -
Married	Thumanusia d	Mortgagor:	
Mailled	Damarried	[ ] Married	[ ] Unmarried
Mortgagor:		Mortgagor:	<u> </u>
[ ] Married	[ ] Unmarried	[ ] Married	[ ] Unmarried
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[ ] Married	( ) Ilmunusid	( ) M	
	[ ] Unmarried	[ ] Married	[ ] Unmarried
STATE OF ILLINOIS	(SS		
County of COOK			
I, the undersigned, a Notary Public in an	d for said County in the St	ate aforesaid DO HEDERV CEDT	IEV that MECAN STANTON
personally known to me to be the same p	erson(s) whose name(s) is	(are) subscribed to the foregoing ins	trument appeared before me
this day in person, and acknowledged that	it (s)he(th(y) signed sealed	and delivered the said instrument a	s his(her)(their) free and
voluntary act, for the uses and purposes t	therein set for n.		(1101)(1101) 1100 1110
Given under my hand and official seal, the	nis <u>36</u> day of	enber Zobh	
My Commission Expires:		OFFICIAL SEA	AL {
1 Maria Dal	, ,	MARILYN L HA	YES {
Notary Public	<u> </u>	NOTARY PUBLIC, STATE OF ANY COMMISSION EXPIRES:	LLINOIS \$
Notary I ublic 0		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	······································
IF MORTGAGOR IS A TRUST:			
not personally but solely as trustee as afo	resaid		
Ву:		O <sub>r</sub>	
		4,	Title
A COMPANY COMP		7,'	
ATTEST:			
·			Title
STATE OF ILLINOIS	)SS		
County of COOK )	<i>,</i> 22		Co
I, the undersigned, a Notary Public in and	I for said County in the St	ate aforesaid DO HEDERY CEDTI	EV that
President and	Seci	retary, respectively, appeared before	me this day in person and
President and	ered the said instrument as	their own free and voluntary acts an	d as the free and voluntary act
corporation, as Trustee, for the uses and p	ourposes therein set forth, a	and the said	Secretary did
also then add their acknowledgment that (	(s)he, as custodian of the co	orporate seal of said corporation, di	d affix the said corporate seal
of said corporation to said instrument as l	nis (her) own free and volu	ntary act, and as the free and volunt	ary act of said corporation, as
Trustee, for the uses and purposes therein	set forth.		•
Given under my hand and official seal, th	is day of	·	•
My Commission Expires:			
Ty Conditional Expires:			
		<u></u>	
	Notary Pu	blic	

Property of Coot County Clerk's Office

#### Mortgage, continued

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You covenant that You are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant, and convey the Property, and that the Property is unencumbered, except for the encumbrances of record and any first mortgage. You covenant that You warrant and will defend generally the title to the Property against all claims and demands, except those disclosed in writing to Us as of the date of this Mortgage.

You and We covenant and agree as follows:

- 1. Payment of Indebtedness. Borrower shall promptly pay when due the indebtedness secured by this Mortgage including, without limitation, that evidenced by the Agreement.
- 2. Application of Payments. Unless applicable law provides otherwise, all payments received by Us under the Agreement will be applied to the principal balance and any finance charges, late charges, collection costs, and other charges owing with respect to the indebtedness secured by this Mortgage in such order as We may choose from time to time.
- 3. Charges; Liens. Except as expressly provided in this Paragraph 3, You shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, by Your making payments, when due, directly to the payee thereof. In the event You make payments directly to the payee thereof, upon Our request You shall promptly furnish to Us receipts evidencing such payment. You shall make payments, when due, on any indebtedness secured by a mortgage of other lien that is prior in right time to this Mortgage (a "Prior Mortgage"). You shall promptly discharge the lien of any Prior Mortgage not disclosed to Us in writing at the time of application for the Agreement, provided, however, that You shall not be required to discharge any such lien so long as You shall (a) in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof, or (b) secure from the holder of such prior lien an agreement in form and substance satisfactory to Us subordinating such lien to this Mortgage. You shall not enter into any agreement with the holder of a Prior Mortgage whereby such Prior Mortgage, or the indebtedness secured thereby is modified, amended, externed or renewed, without Our prior written consent. You shall neither request nor allow any future advances to be secured by a Prior Mortgage without Our prior written consent.
- 4. Hazard Insurance. You shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and such other hazards as We may require (including flood insurance coverage, if required by Us) and in such amounts and for such periods a We may require. Unless We require in writing otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy. All insurance policies and renewals thereof shall be in form and substance and with carriers acceptable to Us and shall include a standard mortgagee clause in tavor of and in form and substance satisfactory to Us. In the event of loss, You shall give prompt notice to the insurance carrier and Us. We may make proof of loss if not made promptly by You. If the Property is abandoned by You, or if You fail to respond to Us within thirty (30) days from the date the notice is mailed by Us to You that the insurance carrier offers to settle a claim for insurance benefits, We are authorized to collect and apply the insurance proceeds at Our option either to restoration or repair of the Property, or to sums secured by this mortgage. If the Property is acquired by Us under Paragraph 14 of this Mortgage, all of Your right, title and interest 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 Us to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition. The provisions of this Paragraph 5 if this Mortgage covers a unit in a condominium project or planned unit development.
- 5. Preservation and Maintenance of Property; Condominiums and Planned Unit Developments. If this Mc. gage is on a unit in a condominium or a planned unit development (herein "Condominium Project"), then: (a) You shall perform all or Your obligations under the declaration or covenants creating or governing the Condominium Project, the by-laws and regulations of the Condominium Project, and all constituent documents (herein "Project Documents"), including the payment when due of assessments imposed by the homeowners association or other governing body of the Condominium Project (herein "Owner's Association"); (b) You shall be deemed to have satisfied the insurance requirements under Paragraph 5 of this Mortgage if the Owners Association maintains in full force and effect a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage" and such other hazards (including flood insurance) as We may require, and in such amounts and for such periods as We may require naming Us as additional loss payee; (c) the provisions of any Project Documents regarding the application of any insurance proceeds from "master" or "blanket" policies covering the Condominium Project shall supersede the provisions of Paragraph 4 of this Mortgage to the extent necessary to avoid conflict

HELOC Mortgage - Illinois STANTON

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7/2000 Citibank, F.S.B.

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Property of Cook County Clerk's Office

UNIT #1



### CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1460 001910672 GK STREET ADDRESS: 3854 N. SOUTH PORT

COUNTY: COOK

CITY: CHICAGO

TAX NUMBER: 14-20-107-037-1013

#### LEGAL DESCRIPTION:

UNIT 3854-1 IN THE SOUTHPORT CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 8 AND THE FAST 15 FEET OF LOT 7 IN BLOCK 4 IN LAKE VIEW HIGH SCHOOL SUBDIVISION OF THE MORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, FAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DICUMENT 95410602, TOGETHER WITH AN UNDIVIDED PERCENTAGE r is.

Coot County Clert's Office INTEREST IN THE COMMON LLEMENTS.

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