



This Instrument was prepared by:

Imy Wulf  
(Name)



0021106617

5851 CLAYTON ROAD, BALLWIN, MO 63011  
(Address)

**MORTGAGE**

HIS MORTGAGE is made 9/3/2002, between the Mortgagor, JOYCE A. ARNES AKA JOYCE A. BARNES STAPLETON (herein "Mortgagor"), and the Mortgagee, CITIBANK FEDERAL SAVINGS BANK a corporation organized and existing under the laws of the United States, which has a home office of One Sansome Street, San Francisco, CA 94104 (herein "Lender"). The "Borrower" means JOYCE A. BARNES AKA JOYCE A. BARNES STAPLETON.

WHEREAS, Borrower is indebted to Lender in the principal sum of S. THIRTEEN THOUSAND SIX HUNDRED FOUR DOLLARS AND 100/100 dollars (\$13,604.00), which indebtedness is evidenced by Borrower's Note dated 9/3/2002 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on 9/7/2017.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of the Mortgagor herein contained, Mortgagor does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

**SEE ATTACHED LEGAL DESCRIPTION**

which has the address of 9761 INGLESIDE AVENUE SOUTH, CHICAGO, ILLINOIS 60628 (herein, "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and interests in and to all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with the interest in the property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property".

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Mortgagor covenants that Mortgagor will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

**STANDARD COVENANTS**

Mortgagor and Lender covenant and agree as follows:

**PAYMENT OF PRINCIPAL AND INTEREST.** Mortgagor shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

**APPLICATION OF PAYMENTS.** Unless applicable law provides otherwise, all payments received by Lender shall be applied by Lender first to interest payable on the Note, and then to the principal of the Note.

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## Mortgage, continued

**PRIOR MORTGAGES AND DEEDS OF TRUST** Mortgagor shall perform all of Mortgagor's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Mortgagor's covenants to make payments when due. Mortgagor shall pay or cause to be paid 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.

**HAZARD INSURANCE**. Mortgagor shall keep the improvement 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 Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Mortgagor subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard Mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this mortgage.

In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Mortgagor.

If Property is abandoned by Mortgagor, or if Mortgagor fails to respond to Lender within 30 days from the date notice is mailed by Lender to Mortgagor 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 either to restoration or repair of the Property or to the sums secured by this Mortgage.

**PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS**. Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants relating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**PROTECTION OF LENDER'S SECURITY**. If Mortgagor fails to perform the covenants and agreements contained in this mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Mortgagor, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this mortgage, Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Mortgagor's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, at the Note rate, shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Mortgagor requesting payment thereof. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

**INSPECTION**. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender will give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**CONDEMNATION**. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or the taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

**MORTGAGOR NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER**. Extension of the time for payment or acceleration or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest. 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 such right or remedy.

**SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS**. The covenants and obligations herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Mortgagor, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Mortgagor shall be joint and several. Any

Mortgage, continued

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Mortgagor who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Mortgagor hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Mortgagor's consent and without releasing that Mortgagor or modifying this Mortgage as to that Mortgagor's interest in the Property.

**I. NOTICE.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Mortgagor at the Property address or at such other address as Mortgagor may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Lender when given in the manner designated herein.

**GOVERNING LAW; SEVERABILITY.** The state and local laws applicable to this Mortgage shall be the laws of the State of California. The foregoing sentence shall not limit the applicability of the jurisdiction in which the Property is located or the applicability of federal law to this Mortgage. 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 which can be given effect without the conflicting provision, and to the extent the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses", and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**MORTGAGOR'S COPY.** Mortgagor shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution after recordation hereof.

**REHABILITATION LOAN AGREEMENT.** Mortgagor shall fulfill all of Mortgagor's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Mortgagor enters into with Lender. Lender, at Lender's option, may require Mortgagor to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Mortgagor may have against parties who supply labor, materials or services in connection with improvements made to the Property.

**TRANSFER OF THE PROPERTY.** If Mortgagor sells or transfers all or any part of the Property or an interest therein, excluding the creation of a lien or encumbrance subordinate to this Mortgage (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagor shall be required to submit information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Mortgagor will continue to be obligated under the Note and this mortgage unless Lender releases Mortgagor in writing.

If Lender, on the basis of any information obtained regarding the transferee, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihood of breach of any covenant or agreement in this Mortgage, or if the required information is not submitted, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Mortgagor notice of acceleration in accordance with paragraph 11 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Mortgagor may pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Mortgagor, invoke any remedies permitted by paragraph 16 hereof.

**N-UNIFORM COVENANTS.**

Mortgagor and Lender further covenant and agree as follows:

**ACCELERATION; REMEDIES.** EXCEPT AS PROVIDED IN PARAGRAPH 15 HEREOF, UPON MORTGAGOR'S BREACH OF ANY COVENANT OR AGREEMENT OF MORTGAGOR IN THIS MORTGAGE, INCLUDING THE COVENANTS TO PAY AND TO SERVE AS A JOINT DEBTOR, LENDER PRIOR TO ACCELERATION SHALL GIVE NOTICE TO MORTGAGOR AS PROVIDED IN PARAGRAPH 11 HEREOF SPECIFYING: (1) THE BREACH; (2) THE ACTION REQUIRED TO CURE SUCH BREACH; (3) A DATE, NOT LESS THAN 10 DAYS FROM THE DATE THE NOTICE IS MAILED TO MORTGAGOR, BY WHICH SUCH BREACH MUST BE CURED; AND (4) THAT FAILURE TO CURE SUCH BREACH 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 ALSO INFORM MORTGAGOR OF THE RIGHT TO REINSTATE AFTER ACCELERATION AND THE RIGHT TO ASSERT DEFENSES TO FORECLOSURE PROCEEDING THE NONEXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE OF MORTGAGOR TO ACCELERATION AND FORECLOSURE. IF THE BREACH IS NOT CURED ON OR BEFORE THE DATE SPECIFIED IN

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3 NOTICE, LENDER, AT LENDER'S OPTION, MAY DECLARE ALL OF THE SUMS SECURED BY THIS MORTGAGE TO IMMEDIATELY DUE AND PAYABLE WITHOUT FURTHER DEMAND AND MAY FORECLOSE THIS MORTGAGE BY JUDICIAL PROCEEDING. LENDER SHALL BE ENTITLED TO COLLECT IN SUCH PROCEEDING ALL EXPENSES OF RECLOSURE, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF DOCUMENTARY EVIDENCE, ABSTRACTS AND TITLE REPORTS.

**MORTGAGOR'S RIGHT TO REINSTATE.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Mortgagor's breach, Mortgagor shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Mortgagor pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Mortgagor cures all breaches of any other covenants or agreements of Mortgagor contained in this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Mortgagor contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 16 hereof, including, but not limited to reasonable attorneys' fees; and (d) Mortgagor takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration occurred.

**ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER.** As additional security hereunder, Mortgagor hereby assigns to Lender the rents of the Property, provided that Mortgagor shall, prior to acceleration under paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 16 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court 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 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 by this Mortgage. The receiver shall be liable to account only for those rents actually received.

**RELEASE.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordation, if any.

**WAIVER OF HOMESTEAD.** Mortgagor hereby waives all right of homestead exemption in the Property.

Property of Cook County Clerk's Office



Mortgage, continued



REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Mortgagor and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over his Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage.

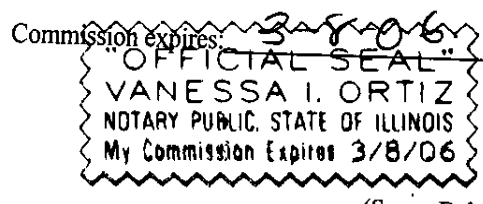
Joyce A. Barnes AKA Joyce 9/3/2002
JOYCE A. BARNES AKA JOYCE A. BARNES STAPLETON

Married/Unmarried checkboxes for multiple parties.

STATE OF ILLINOIS COOK County ss:

Vanessa I. Ortiz, a Notary Public in and for said county and state, do hereby certify that JOYCE A. BARNES AKA JOYCE A. BARNES STAPLETON personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he(he)(she)(they) signed and delivered the said instrument as his(her)(their) free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 3rd day of September 2002



Notary Public signature line

(Space Below This Line Reserved For Lender and Recorder)

Recorded Return To: FINANCIAL TRAILING DOCS, BOX 140759, DALLAS, TX 75014



AMERICAN TITLE CORPORATION

27990 Converse Road ♦ Island Lake, IL 60042

(847) 487-9200 ♦ fax (847) 487-9753

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AMORTIZATION SEARCH

**ACAPS #:** 102071203544001

**ATC FILE #:** 0020918

**Customer Name:** Joyce A. Barnes

**Grantees of Last Recorded Conveyance (Legal Vesting):**

Joyce Barnes Stapleton

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**Encumbrances and Liens:**

1. Mortgage dated November 22, 1995 and recorded December 11, 1995 as Document Number 95858657 made by Joyce Barnes Stapleton to Chemical Residential Mortgage Corporation to secure an indebtedness of \$52,709.
2. Mortgage dated February 22, 1997 and recorded February 28, 1997 as Document Number 97140972 made by Joyce Barnes Stapleton to Banc One Financial Service Inc. to secure an indebtedness of \$17,525.
3. Mortgage dated March 25, 1998 and recorded April 1, 1998 as Document Number 98254629 made by Joyce Barnes Stapleton to Chase Manhattan Mortgage Corporation to secure an indebtedness of \$71,012.

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**Taxes:**

Permanent Index Number: 25-11-112-011

The 2000 taxes are paid.

The First Installment of the 2001 taxes are \$419.40 and are paid.

The second installment of 2001 taxes are not yet due and payable.

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**Legal Description:**

LOT 11 IN BLOCK 9 IN COTTAGE GROVE HEIGHTS, BEING A SUBDIVISION OF PART OF THE NORTH ½ OF SECTION 10 AND 11, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.