

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

0021121727

2299/0286 45 001 Page 1 of 5  
2002-10-11 11:16:11  
Cook County Recorder 32.00

22087302  
IL0223327

THIS INSTRUMENT WAS PREPARED BY:  
MARNEAN BUGGS



CT.I.C. 2 of 3

ACCOUNT NO.: 2707984411

**EQUITY SOURCE ACCOUNT® MORTGAGE**

In this Mortgage, "You," "Your" and "Yours" means RICHARD J HORBACZEWSKI AND JACQUELINE S GENNETT, AS JOINT TENANTS.  
"We," "Us" and "Our" means CITIBANK, FEDERAL SAVINGS BANK, 500 W. Madison St., Chicago, IL 60661. The "Borrower" means JACQUELINE S GENNETT and RICHARD J HORBACZEWSKI.

The "Agreement" means the Equity Source Account Agreement 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 27C W 15<sup>TH</sup> STREET, CHICAGO, IL 60605, 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 line 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 ONE HUNDRED THIRTY SIX THOUSAND FIVE HUNDRED AND 00/100 dollars (\$136,500.00) (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 owing under the Agreement and amounts owing under this Mortgage. Obligations under the Agreement, Mortgage and any riders thereto shall 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 Borrower 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.

17-21-210-126

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Mortgage, continued

IN WITNESS WHEREOF, YOU HAVE EXECUTED THIS MORTGAGE, AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS STATED ON PAGES 4 THROUGH 6 FOLLOWING.

IF MORTGAGOR IS AN INDIVIDUAL

Mortgagor: JACQUELINE S GENNETT

Married  Unmarried

Witness \_\_\_\_\_ Date \_\_\_\_\_

Mortgagor: RICHARD J HORBACZEWSKI

Married  Unmarried

Witness \_\_\_\_\_ Date \_\_\_\_\_

Mortgagor: \_\_\_\_\_

Married  Unmarried

Witness \_\_\_\_\_ Date \_\_\_\_\_

Mortgagor: \_\_\_\_\_

Married  Unmarried

Witness \_\_\_\_\_ Date \_\_\_\_\_

Married  Unmarried

Witness \_\_\_\_\_ Date \_\_\_\_\_

Married  Unmarried

Witness \_\_\_\_\_ Date \_\_\_\_\_

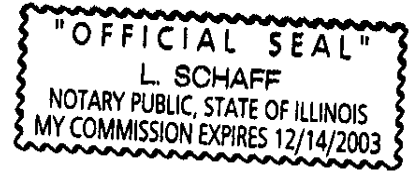
STATE OF ILLINOIS )  
County of COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JACQUELINE S GENNETT and RICHARD J HORBACZEWSKI, personally known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s)he(the) signed sealed and delivered the said instrument as his(her)(their) free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 3 day of Oct 2002.

My Commission Expires: \_\_\_\_\_

L. Schaff  
Notary Public



UNOFFICIAL COPY

Property of Cook County Clerk's Office

Mortgage, continued

IF MORTGAGOR IS A TRUST: \_\_\_\_\_  
not personally but solely as trustee as aforesaid

By: \_\_\_\_\_ Title

ATTEST: \_\_\_\_\_ Title

STATE OF ILLINOIS )SS  
County of COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_,  
President and \_\_\_\_\_ Secretary, respectively, appeared before me this day in person, and  
acknowledged that they signed and delivered the said instrument as their own free and voluntary acts and as the free and voluntary act  
of the said \_\_\_\_\_  
corporation, as Trustee, for the uses and purposes therein set forth, and the said \_\_\_\_\_  
Secretary did also then add their acknowledgment that (s)he, as custodian of the corporate seal of said corporation, did affix the said  
corporate seal of said corporation to said instrument as his (her) own free and voluntary act, and as the free and voluntary act of said  
corporation, as Trustee, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

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

Property of Cook County Clerk's Office  
2/12/07

UNOFFICIAL COPY

Property of Cook County Clerk's Office

STREET ADDRESS: 27 WEST 15TH STREET  
CITY: CHICAGO COUNTY: COOK  
TAX NUMBER:

UNOFFICIAL COPY

LEGAL DESCRIPTION:

PARCEL 1:

LOT 20 IN DEARBORN MEWS SUBDIVISION, BEING A SUBDIVISION OF LOTS 4, 5, 6, 7, 24, 25, 26 AND 27 AND THE NORTH FOUR (4) FEET OF LOT 8 IN WILDER'S SOUTH ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

TOGETHER WITH THE VACATED NORTH-SOUTH 16 FOOT ALLEY LYING WEST OF AND ADJOINING LOTS 4, 5, 6 AND 7 AFORESAID AND EAST OF AND ADJOINING LOTS 24, 25, 26 AND 27 AFORESAID.

PARCEL 2:

AN EXCLUSIVE PERPETUAL EASEMENT (LANDSCAPE EASEMENT) FOR FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENT AND COVENANTS DATED SEPTEMBER 17, 1998 BY AND BETWEEN SOUTH STATE STREET CORPORATION AND CITYVIEW, L.L.C., RECORDED SEPTEMBER 21, 1998 AS DOCUMENT 98839411 FOR THE PURPOSE OF THE ERECTION, INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT AND RENEWAL OF LANDSCAPING, OVER THE FOLLOWING DESCRIBED LAND;

THE NORTH FOUR (4) FEET OF THE WESTERLY PARCEL AS DEFINED HEREIN: LOT 23, AND THAT PART OF THE VACATED ALLEY ADJACENT AND IMMEDIATELY EAST OF SAID LOT 23, IN WILDER'S SOUTH ADDITION TO CHICAGO IN THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH:

THE NORTH FOUR (4) FEET OF THE EASTERLY PARCEL AS DEFINED HEREIN: LOT 8 (EXCEPT THE NORTH FOUR (4) FEET THEREOF) IN WILDER'S SOUTH ADDITION TO CHICAGO IN THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

21121727

PARCEL 3:

A PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENT AND COVENANTS DATED SEPTEMBER 17, 1998 BY AND BETWEEN SOUTH STATE STREET CORPORATION AND CITYVIEW, L.L.C., RECORDED SEPTEMBER 21, 1998 AS DOCUMENT 98839411 FOR THE PURPOSE OF LIGHT AND AIR ABOVE THE SURFACE OF THE NORTHERLY FORTY-SIX FEET OF THE LAND DESCRIBED AS FOLLOWS;

THE SOUTH 30 FEET OF LOT 9, ALL OF LOTS 10, 11, 20, 21, 22 AND 23, AND WITH THAT PART OF 16 FOOT ALLEY VACATED PER DOCUMENT NUMBER 5858039 ALL IN WILDERS SOUTH ADDITION TO CHICAGO, SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH THE SOUTH 1/2 OF THE VACATED EAST-WEST 20 FOOT ALLEY, LYING NORTH OF AND ADJOINING THE SAID SOUTH 30 FEET OF LOT 9, AND  
THE WEST 1/2 OF THE VACATED NORTH-SOUTH 16-FOOT PUBLIC ALLEY LYING EAST OF AND ADJOINING SAID LOT 23, AND  
ALL OF THE VACATED NORTH-SOUTH 16-FOOT PUBLIC ALLEY LYING EAST OF AND ADJOINING THE NORTH 20 FEET OF SAID LOT 22.

THE EAST ONE-HALF OF (PROPOSED) VACATED SOUTH DEARBORN STREET LYING WEST OF AND ADJOINING PARCEL 1 AFORESAID.

LOT 8 (EXCEPT THE NORTH 4 FEET) IN WILDER'S SOUTH ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH THE NORTH 1/2 OF THE VACATED EAST-WEST 20-FOOT ALLEY LYING SOUTH OF AND

CLEGALD

UNOFFICIAL COPY

Property of Cook County Clerk's Office



**UNOFFICIAL COPY**

ADJOINING LOT 8 AFORESAID, ALSO, THE EAST 1/2 OF THE VACATED NORTH-SOUTH 16-FOOT ALLEY LYING WEST OF AND ADJOINING ALL OF LOT 8 AFORESAID.

Property of Cook County Clerk's Office 21121/21

UNOFFICIAL COPY

Property of Cook County Clerk's Office