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WHEN RECORDED RETURN TO:

CITIBANK Document Administration 15851 Clayton Road - MS 221 Ballwin, MO 63011



THIS INSTRUMENT PREPARED BY:

CHINTAN PANCHAL Citibank P.O. Box 790017, MS 221 St. Louis, MO 63179 (800) 925-2484



Eugene "Gene" Moore Fee: \$36.00 Cook County Recorder of Deeds Date: 08/27/2003 08:36 AM Pg: 1 of 7

Send Tax Statements to: 692 HIDDEN PRAIRIE CON PALATINE, IL 600678603

EQUITY SOURCE ACCOUNT® MORTGAGE

ACCOUNT NO.: 2708586140

In this Mortgage dated 07/07/2003, "You," "Your" and "Yours" means KAZUYOSHI YAMADA and MIYOKO YAMADA WHO TOOK TITLE AS MIYOKO YAMDA, HIS WIFE. "W.," "Us" and "Our" means CITIBANK, FEDERAL SAVINGS BANK, 1800 Spectrum Center Drive, Reston, VA 22090. The "Bortowe," means KAZUYOSHI YAMADA and MIYOKO YAMADA.

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 692 HIDDEN PRAIRIE CT N, PALATINE, IL 600678603 COOK County.

THIS MORTGAGE between You and Us is made as of the date next to Your that 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 \$64,000.00 (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 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.

TOGETRER 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 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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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 MORTGAGOR IS AN INDIV	/IDUAL		
* Migh Guder	PDA 07/07/2003		
Mortgager: KAZUYOSHI YAN YAMADA WHO TOOK TITLI HIS ATTORNEY ON IN COR	MADA, BY MIYOKO	Witness	Date
TITO VI LOKUE'A III EVC.I.	E A.S MITOKO YAMDA		Date
[] Married	[] Unmarried		
V Munh	l_1 .		
Mortgagor, MIYOKO YAMADA	07/07/2003		
AS THE FUNC TANIDA	A WHO TOOK TITLE	Witness	Date
[] Married	[] Unmarried		
	%		
Mortgagor:		317:4	
[] Married	(Unmarried	Witness	Date
Mortgagor:			
[] Married	[] Unmarrie	Witness	Date
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Married			
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Married	[] Unmarried	Witness	
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CON A CONTRACTOR	•	(0	
STATE OF ILLINOIS County of COOK)SS	•	4
County of COOK)		'S' =
I, the undersigned, a Notary Public in	and for said County :	_	
I, the undersigned, a Notary Public in YAMADA and MIYOKO YAMADA person(s) whose name(s) is(are) subsci	A WHO TOOK TITLE AS N	te aforesaid, DO HERE	BY CERTIFY in KAZUYOSHI
Personnel William Name (e) 16(arc) and	1 1 1		NORBITY Known to make heat.
set forth.	d the said instrument as his(her)(their) free and volunta	this day in person, ar cocknowledged that ary act, for the uses and purposes therein
	Tu		y and the uses and purposes therein
Given under my hand and official seal,	this 7 day of	Tilu Sm	N 7
		July , acr)3
My Commission Expires:	12/05	Dana.	0 .
	15/03	* marin	planbo
·	*OFFICI	Notary Public AL SEAL*	90/21/4 (00
	Mariorie	Scerbo	My Commission Expires: 7/12/05
	Notary Public.	State of Illinois	A-202 ANOUBIN
	y Commission	Expires: 7/12/05	OFFICIAL SEAL

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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; Liers. 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, thereof, upon Our request You shall promptly furnish to Us receipts evidencing such payment. We reserve the right to require You or the Borrower to pay to an escrow account amounts to pay taxes and insurance when they are due. If We require payments to be made to an escrow account, the amount of the payments will be determined in accordance with applicable law and We will pay interest on 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 legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof, or (b) secure You shall not enter into any agreement with the holder of a Prior Mortgage whereby such Prior Mortgage, or the indebtedness secured advances to be secured by a Prior Mortgage without Our prior Vritten 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 her after 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 as 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 "ha" necessary to comply with any substance and with carriers acceptable to Us and shall include a standard mortgage clause in a vor 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 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 the Property is acquired by Us under Paragraph 14 of this Mortgage, all of Your right, title and interest in and to any insurance the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition, shall pass to Us to be subject to the provisions of 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 Mortgage is on a unit in a condominium or a planned unit development (herein "Condominium Project"), then: (a) You shall perform all of 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 force and effect a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards 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

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Mortgage, continued

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supersede the provisions of Paragraph 4 of this Mortgage to the extent necessary to avoid conflict between the provisions thereof and hereof; (d) You hereby assign to Us the right to receive distributions on account of the Property under "master" or "blanket" policies covering the Condominium Project to the extent not applied to the restoration or repair of the Property, with any such distributions in excess of the amount necessary to satisfy in full the obligations secured by this Mortgage being paid to You; (e) You shall give Us prompt written notice of any lapse in any insurance coverage under a "master" or "blanket" policy on the Condominium Project; and (f) You shall not, without Our prior written consent, consent to either (i) the abandonment or termination of the Condominium Project (except for the abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking or condemnation or eminent domain), (ii) any material amendment to the Project Documents (including any change in the percentage interests of the unit owners in the Condominium Project), or (iii) the effectuation of any decision by the Owners rental units, You shall maintain insurance against rent loss in addition to the other hazards for which insurance is required herein.

- 6. Protection of Our Security. If You fail to perform Your obligations under this Mortgage, or if any action or proceedings adversely affects Our interest in the Property, We may, at Our option, take any action reasonably necessary (including, without limitation, paying expenses and attorney fees and to have entry upon the Property to make repairs) to perform Your obligations or to protect Our interests. Any and outs disbursed by Us pursuant to this Paragraph 6, with interest thereon at the variable rate described in the Agreement, shall become much readness secured by this Mortgage (except as expressly provided herein). Nothing contained in this Paragraph 6 shall require Us to incur any expense or take any action hereunder.
- 7. Inspection. We or Our agents may enter and inspect the Property, after giving You reasonable prior notice.
- 8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or tor conveyance in lieu of condemnation, are hereby assigned and shall be paid to Us. Neither Borrower nor You will be relieved of any obligation to make payments if We apply the award received to the outstanding balance owed.

If You abandon the Property, or if, after notice by Us to You that the condemnor offers to make an award or settle a claim for damages, You fail to respond to Us within thirty (30) days after the date such notice is mailed, We are authorized to collect and apply the proceeds in the same manner as provided in Paragraph 4 hereof.

- 9. Forbearance Not a Waiver. Any forbearance by Us 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 in the future. Any waiver by Us must be in writing and signed by Us.
- 10. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall be bind, and the rights hereunder shall inure to, Your and Our respective successors and assigns, subject to the provisions of Paragraph 13 are for convenience only and are not to be used to interpret or define the provisions hereof.
- 11. Notices. Except for any notice required under applicable law to be given in another manner, (a) any notice to You provided for in this Mortgage shall be given by personal delivery or by mailing such notice by first-class postage paid, addressed to You at the address of the Property shown at the beginning of this Mortgage or at such other address as You may designate by notice to Us as requested, to Our address stated herein or to such other address as We may designate by notice to You as provided herein.
- 12. Severability. If any term of this Mortgage is found to be unenforceable, all other provisions will remain in full force.
- 13. Due on Transfer Provision Transfer of the Property. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in You is sold or transferred and You are not a natural person) without Our prior written consent, option if the exercise is prohibited by applicable law as of the date of this Mortgage. However, We shall not exercise this notice of acceleration. The actice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within invoke any remedies permitted by this Mortgage without further notice or demand on You.

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Mortgage, continued



- 14. **Default.** If You breach any term in this Mortgage, or if Borrower fails to perform any obligation under the Agreement, We may, at Our option, declare all sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale under this Mortgage and any other remedies permitted by law. We may collect from You all reasonable costs incurred in enforcing the terms of this Mortgage, including attorney's fees and allocated costs of Our salaried employees.
- 15. Assignment of Rents. As additional security hereunder, You hereby assign to Us the rents of the Property; provided, however, that You shall have, prior to acceleration under Paragraph 14 hereof or abandonment of the Property, the right to collect and retain such rents as they become due and payable.
- 16. Future Loan Advances. Upon Your request, We at Our option may make Future Loan Advances to You or Borrower. Such Future Loan Advances, with interest thereon, shall be secured by this Mortgage when evidenced by a promissory note or agreement stating that said note or agreement is so secured.
- 17. Release. Upon payment of all sums secured by this Mortgage and upon (a) expiration of the Agreement or (b) Your request, We shall release this Mortgage and You shall pay all costs of recordation, if any.
- 18. Appointment of Receiver, Lender in Possession. Upon acceleration under this Mortgage or abandonment of the Property, We shall be entitled to have a receiver ar pointed by a court to enter upon, take possession of, and manage the Property and collect 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 and premiums on the receiver's bonds and reasonable attorneys fees and then to the surfus secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.
- 19. Statement of Obligation. We may collect a fee for purnishing a statement of obligation in an amount not to exceed the maximum amount permitted under applicable law.
- 20. No Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for Our benefit in any capacity, without Our prior written consent.
- 21. Fixture Filing. This Morigage constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the county in which the Property is located with respect to any and all fixtures included within the term "Property" as used in this Mortgage and with respect to any goods or other personal property that may now or hereafter become such fixtures.
- 22. Third Party Waivers. In the event that any of You has not also signed the Agreenge as Borrower, each of You: (a) agrees that We may, from time to time, without notice to, consent from or demand on You, and without affecting or impairing in any way any of Our rights or Your obligations, (i) renew, extend, accelerate, compromise or change the interest rate or other terms of the Agreement and any promissory note or agreement evidencing a Future Loan Advance, and (ii) accept, waive in a release other security (including and (b) waives (i) any right to require Us to proceed against any Borrower or any other person, proceed against or exhaust any security arising out of any disability or other defense or cessation of liability of any Borrower for any reason other than full payment, (iii) any right of subrogation, reimbursement or other right You have against any Borrower, (iv) all presentments, diligence, protests, demands of subrogation or the benefit of any security for such indebtedness, and (vi) the benefit of the statute of limitations affecting the Property to the extent permitted by law. Any partial payment by Borrower or other circumstance that operates to toll any statute of limitations as to such person shall operate to toll such statute as to You.
- 23. Choice of Law. This Mortgage will be governed by and interpreted in accordance with the federal laws of the United States and where not inconsistent with the laws of the State of Illinois, regardless of the state in which You or Borrower resides.
- 24. Your Copy. You shall be given one conformed copy of the Agreement and this Mortgage.

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Mortgage, continued



- 25. Loan Charges Legislation Affecting Our Rights. If the Agreement is subject to a law which 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 Agreement exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge already collected from You or Borrower which exceeded permitted limits will be refunded to You or Borrower; We may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to You or Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge due. If enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement or this Mortgage unenforceable according to its terms, We may at Our option, require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by Paragraph 14.
- 26. Waiver of Homestead. You waive all right of homestead exemption in the Property.
- 27. Trustee Excuipation, if this Mortgage is executed by an Illinois land trust, You execute this Mortgage as trustee as aforesaid, in the exercise of the power and cuthority centerred upon and vested in it as such trustee, and it is expressly understood and agreed by Us creating any liability on Your, crossally to pay amounts owing in connection with the Agreement or his Mortgage or any interest that may occur thereon, or to personn my covenants either express or implied contained in this Mortgage, all such liability, if any, being expressly waived, and that any recor expon the Mortgage or the Agreement shall be solely against and out of the Property by enforcement of the provisions of this Mortgage and the Agreement, but this waiver shall in no way affect the personal liability of any individual Borrower, co-maker or guarantor of this Agreement.

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ACAPS #: 103060607869000

ATC FILE #: 0031627

Customer Name: Kazuyoshi and Miyoko Yamada

LEGAL DESCRIPTION

PARCEL 1:

THE WEST 32.58 FEET OF LOT 2 IN HIDDEN PRAIRIE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 16, 2061, AS DOCUMENT NUBMER 0010625389, IN COOK COUNTY, ILLINOIS

PARCEL 2:

AN EASEMENT FOR INGRESS FGRESS AND ACCESS FROM ALL PORTIONS OF THE PROPERTY TO A PUBLIC RIGHT OF WAY OR OTHER PORTIONS OF THE PROPERTY AS SET FORTH IN THE DECLARATION FO COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR HIDDEN PRAIRIE RECORDED JULY 16, 2001 AS DOCUMENT NUMBER 0010625390, IN COOK COUNTY, ILLINOIS. 10/4'S OFFICE

PIN: 02-15-102-127