



Doc#: 0617355115 Fee: \$36.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/22/2006 09:44 AM Pg: 1 of 7

WHEN RECORDED RETURN TO:

CITIBANK
Document Administration
1000 Technology Drive - MS 221
O'Fallon, MO 63368-2240

THIS INSTRUMENT PREPARED BY:

ARUN VASANTHAN
Citibank
P.O. Box 790017, MS 221
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(800) 925-2484

AMERICAN TITLE CORP
Mail To: 1540 N. OLD RAND ROAD
WAUCONDA, IL 60084
847-487-9200

Send Tax Statements to:
9931 WINSTON AVE S
CHICAGO, IL 60643-1325

MORTGAGE

ACCOUNT NO.: 106041804308000

125400
THIS MORTGAGE is made 05/17/2006, between the Mortgagor, MICHIGAN AVENUE NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER THE PROVISIONS OF A CERTAIN TRUST AGREEMENT DATED THE 15TH DAY OF FEBRUARY, 1972, KNOWN AS TRUST NUMBER 2085 (herein "Mortgagor"), and the Mortgagee, CITIBANK FEDERAL SAVINGS BANK a corporation organized and existing under the laws of the United States, whose address is 11800 Spectrum Center Drive, Reston, VA 22090 (herein "Lender"). The "Borrower" means the individual(s) who has(ve) signed the Fixed Rate Home Equity Loan Note (the "Note") of even date herewith and in connection with this Mortgage.

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$100,000.00, which indebtedness is evidenced by Borrower's note dated 05/17/2006 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 05/22/2036.

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 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 9931 WINSTON AVE S, CHICAGO, IL 60643-1325 (herein, "Property Address").

TOGETHER with all the improvements now or hereafter erected on the property, an all easements, rights, appurtenances and rents 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 said 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 warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS.

Mortgagor and Lender covenant and agree as follows:

1. 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.

2. 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

3. 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.

4. 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.

5. 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 creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

6. 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.

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

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 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.

9. MORTGAGOR NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment 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.

10. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements 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

UNOFFICIAL COPY**Mortgage, continued**

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.

11. 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.

12. GOVERNING LAW; SEVERABILITY. The Mortgage will be governed by United States federal law and, to the extent the United States federal law is inapplicable, then by the laws of the Commonwealth of Virginia; except that, with regard to the perfection and enforcement of Citibank's security interest in the Property, the Mortgage will be governed by the law of the state where the Property is located.

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

14. 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.

15. TRANSFER OF THE PROPERTY. If Mortgagor sells or transfers all or any part of the Property or an interest therein, excluding (a) 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 cause to be submitted 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.

NON-UNIFORM COVENANTS.

Mortgagor and Lender further covenant and agree as follows:

16. 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 WHEN DUE ANY SUMS SECURED BY THIS MORTGAGE, 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 FURTHER INFORM MORTGAGOR OF THE RIGHT TO REINSTATE AFTER ACCELERATION AND THE RIGHT TO ASSERT IN THE 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 THE NOTICE, LENDER, AT LENDER'S OPTION, MAY DECLARE ALL OF THE SUMS SECURED BY THIS

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Mortgage, continued

MORTGAGE TO BE 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 FORECLOSURE, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF DOCUMENTARY EVIDENCE, ABSTRACTS AND TITLE REPORTS.

17. 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.

18. 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.

19. 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.

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

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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 this 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.

See trustee exoneration rider attached & made a part hereof

U.S. Bank N.A. /s/ /a

05/17/2006

MICHIGAN AVENUE NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER THE PROVISIONS OF A CERTAIN TRUST AGREEMENT DATED THE 15TH DAY OF FEBRUARY, 1972, KNOWN AS TRUST NUMBER 2085, not personally but as Trustee

by: [Signature] Vice President Attest: [Signature]
Land Trust Officer

STATE OF ILLINOIS Cook County ss:

I, Elizabeth Nieman, a Notary Public in and for said county and state, do hereby certify that Vice, President and Land Trust Officer ~~Secretary~~ 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 he(he)(they) signed and delivered the said instrument as his(her)(their) free and voluntary act of the said Michigan Avenue National Bank of Chicago corporation, as Trustee, for the uses and purposes therein set forth, and the said Elizabeth Nieman Secretary did also then add their acknowledgment that he(he)(they), as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his(her)(their) own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes herein set forth.

Given under my hand and official seal, this 19th day of May, 2006

My Commission expires: _____
Elizabeth Nieman
Notary Public



(Space Below This Line Reserved For Lender and Recorder)

When Recorded Return To:

CITIBANK
Document Administration
1000 Technology Drive - MS 221
O'Fallon, MO 63368-2240

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GENERAL DOCUMENT EXONERATION RIDER

The foregoing instrument is executed by U.S. BANK, N.A., not personally but as Trustee under Trust No. 2085 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said instrument shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any promises, agreements or covenants or to honor any warranties or representations, either expressed or implied, including but not limited to warranties (including but not limited to warranties of title, physical condition, environmental condition, merchantability, and fitness for particular purpose), indemnifications (including but not limited to indemnifications for injury to persons or property, for environmental liability, and for liability or damages resulting from or relating to claims or matters of any nature whatsoever), and hold harmless representations in said instrument (all such liability, if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the instrument to which it is inserted or attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

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ACAPS #: 106041804308000

ATC FILE #: 0072521

Customer Name: Joyce Townsend

LEGAL DESCRIPTION

LOT FOUR IN RUDOLPH ELSER'S SUBDIVISION OF LOTS 41 TO 47, BOTH INCLUSIVE, IN BLOCK 3 OF HOUGH AND REEDS ADDITION TO WASHINGTON HEIGHTS, A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #: 25-08-303-005

Property of Cook County Clerk's Office

AMERICAN TITLE CORPORATION

1540 N. Old Rand Rd, Wauconda, IL. 60084 ♦ Phone: (847) 487-9200 Fax: (847) 487-9753

www.americantitlecorp.com