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CBN-F-SI-702-IL
RODRIGUEZ

1 of 5

Revised 07/15/2005
ACAPS: 106060112394000

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.

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.

UNIFORM COVENANTS

Mortgagor and Lender covenant and agree as follows:

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.

SEE ATTACHED LEGAL DESCRIPTION

which has the address of 1466 PEPPER TREE, PALATINE, IL 60067 (herein, "Property Address");

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 the Note; 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:

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$200,000.00, which indebtedness is evidenced by Borrower's note dated 06/30/2006 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 07/06/2016.

THIS MORTGAGE is made 06/30/2006, between the Mortgagor, MICHAEL A RODRIGUEZ AND BARBARA KAPLAN AS JOINT TENANCY (herein "Mortgagor"), and the Mortgagee, CITIBANK FEDERAL SAVINGS BANK a corporation organized and existing under the laws of the United States, whose address is 14800 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.

ACCOUNT NO.: 106060112394000

MORTGAGE

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

Mail To:

Send Tax Statements to:
1466 PEPPER TREE
PALATINE, IL 60067

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

THIS INSTRUMENT PREPARED BY:
BINDIYA GARASIA

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

WHEN RECORDED RETURN TO:
CITIBANK
Document Administration

citibank

Doc#: 0620255010 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/21/2006 09:27 AM Pg: 1 of 6



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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 Mortgage, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Mortgage shall be joint and several. Any

preclude the exercise of any such right or remedy. Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or sums secured by this Mortgage by reason of any demand made by the original Mortgage and Mortgage's successors in interest. Any required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the operate to release, in any manner, the liability of the original Mortgage and Mortgage's successors in interest. Lender shall not modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Mortgage shall not **9. MORTGAGOR NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER.** Extension of the time for payment or

Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to **8. CONDEMNATION.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation

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

Lender to incur any expense or take any action hereunder. be payable upon notice from Lender to Mortgage requesting payment thereof. Nothing contained in this paragraph 6 shall require indebtedness of Mortgage secured by this Mortgage. Unless Mortgage and Lender agree to other terms of payment, such amounts shall Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, at the Note rate, shall become additional insurance terminates in accordance with Mortgage's and Lender's written agreement or applicable law. this Mortgage, Mortgage shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by Mortgage, upon notice to Mortgage, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such **6. PROTECTION OF LENDER'S SECURITY.** If Mortgage fails to perform the covenants and agreements contained in this

development, and constituent documents. creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit 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 **5. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgage shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration

the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage. If Property is abandoned by Mortgage, or if Mortgage fails to respond to Lender within 30 days from the date notice is mailed by Lender to Mortgage that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply not made promptly by Mortgage.

In the event of loss, Mortgage shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if this Mortgage. and renews thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over 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 approval shall not be unreasonably withheld. All insurance policies and renews thereof shall be in a form acceptable to Lender and The insurance carrier providing the insurance shall be chosen by Mortgage subject to approval by Lender; provided, that such and for such periods as Lender may require.

loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts **4. HAZARD INSURANCE.** Mortgage 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 **3. PRIOR MORTGAGES AND DEEDS OF TRUST.** Mortgage shall perform all of Mortgage's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Mortgage's covenants to make payments when due. Mortgage 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.

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Property of Cook County

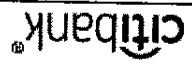
17. MORTGAGOR'S RIGHT TO REINSTATE. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Mortgage's breach, Mortgage shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Mortgage pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Mortgage cures all breaches of any other covenants or agreements of Mortgage contained in this Mortgage; (c) Mortgage pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Mortgage 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) Mortgage takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Mortgage's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Mortgage, 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, Mortgage hereby assigns to Lender the rents of the Property, provided that Mortgage 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 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 Mortgage. Mortgage shall pay all costs of recordation, if any.

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

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.



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ACAPS: 10606011239400
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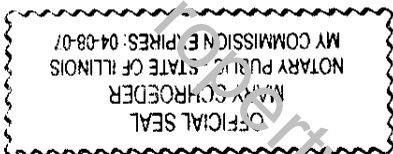
CBN-F-SI-702-IL
RODRIGUEZ

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

When Recorded Return To:

(Space Below This Line Reserved For Lender and Recorder)



Mary Schroeder
Notary Public
30 days of *April 2006*
My Commission expires: *4/8/2007*

I, *Mary Schroeder* Notary Public in and for said county and state, do hereby certify that MICHAEL A. RODRIGUEZ and BARBARA KAPLAN 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(they) signed and delivered the said instrument as his(her)(their) free voluntary act, for the uses and purposes therein set forth.

<u>Mortgagor: MICHAEL A. RODRIGUEZ</u> 06/30/2006	<input type="checkbox"/> Married <input type="checkbox"/> Unmarried	<u>Mortgagor: BARBARA KAPLAN</u> 06/30/2006	<input type="checkbox"/> Married <input type="checkbox"/> Unmarried
<u>Mortgagor: MICHAEL A. RODRIGUEZ</u> 06/30/2006	<input type="checkbox"/> Married <input type="checkbox"/> Unmarried	<u>Mortgagor: BARBARA KAPLAN</u> 06/30/2006	<input type="checkbox"/> Married <input type="checkbox"/> Unmarried

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage.

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.

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

Citibank

Mortgage, continued

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www.americantitlecorp.com

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

AMERICAN TITLE CORPORATION

Property of Cook County Clerk's Office

P.I.N. #: 02-11-106-006

LOT 6 IN BLOCK 1 IN PEPPER TREE FARMS UNIT NUMBER 1, BEING A
SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF
SECTION 11, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD
PRINCIPAL MERIDIAN, RECORDED AS PER PLAT DOCUMENT NO.
20,484,668, IN COOK COUNTY, ILLINOIS.

LEGAL DESCRIPTION

Customer Name: Michael Rodriguez and Barbara Kaplan

ATC FILE #: 0078243

ACAPS #: 106060112394000