



0631102283

WHEN RECORDED RETURN TO:

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

Doc#: 0631102283 Fee: \$36.00
 Eugene "Gene" Moore RHSP Fee: \$10.00
 Cook County Recorder of Deeds
 Date: 11/07/2006 01:57 PM Pg: 1 of 7

THIS INSTRUMENT WAS PREPARED BY:

Ms. Meredith Forde
 1 Court Square, 20th Floor
 Long Island City, NY 11120
 (718) 248-0958

Send Tax Statements to:

HOME EQUITY LINE OF CREDIT MORTGAGE

ACCOUNT NO.: 004000039913

In this Mortgage dated October 6, 2006, "You," "Your" and "Yours" means Richard H. Cooper and Lana S. Cooper. "We," "Us" and "Our" means Citibank, N.A., a national banking association, whose home address is 3900 Paradise Road, Suite 127, Las Vegas, Nevada 89109. The "Borrower" means the individual(s) who has(ve) signed the Home Equity Line of Credit Agreement and Disclosure (the "Agreement") of even date herewith and in connection with this Mortgage.

The "Property" means the real estate, including the leasehold (if any), located at 79 Woodley Road, Winnetka, IL 60093 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 Million Three Hundred Seventy Five Thousand and 00/100 dollars (\$1,375,000.00) (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 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.

JLC

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Mortgage, continued

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 INDIVIDUAL

Richard H. Cooper
 October 06, 2006
 Mortgage: Richard H. Cooper
 Married

Witness
 Witness
10/6/06
 Date

Lana S. Cooper
 October 06, 2006
 Mortgage: Lana S. Cooper
 Married

Witness
 Witness
10/6/06
 Date

Mortgagor: _____

Witness _____ Date _____

Mortgagor: _____

Witness _____ Date _____

MTG Only
 Married Unmarried

Witness _____ Date _____

MTG Only
 Married Unmarried

Witness _____ Date _____

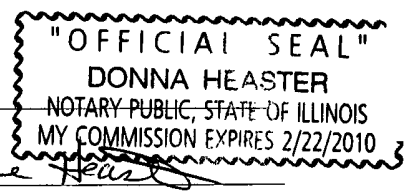
STATE OF ILLINOIS)
 County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard H. Cooper & Lana S. Cooper 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(they) 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 6th day of October

My Commission Expires: 2/22/2010

Notary Public *Donna Heaster*



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Mortgage, continued

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; Liens.** 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, when due, directly to the payee thereof. In the event You make payments directly to the payee 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 the payments, if required by applicable law. You shall make payments, when due, on any indebtedness secured by a mortgage or 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 required to discharge any such lien so long as You shall (a) in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof, or (b) secure from the holder of such prior lien an agreement in form and substance satisfactory to Us subordinating such lien to this Mortgage. You shall not enter into any agreement with the holder of a Prior Mortgage whereby such Prior Mortgage, or the indebtedness secured thereby is modified, amended, extended or renewed, without Our prior written 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 hereafter 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 that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy. All insurance policies and renewals thereof shall be in form and substance and with carriers acceptable to Us and shall include a standard mortgagee clause in favor 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 not made promptly by You. If the Property is abandoned by You, or if You fail to respond to Us within thirty (30) days from the date 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 and apply the insurance proceeds at Our option either to restoration or repair of the Property, or to sums secured by this Mortgage. If the Property is acquired by Us under Paragraph 14 of this Mortgage, all of Your right, title and interest in and to any insurance policies, and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition, shall pass to Us to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition. The provisions of this Paragraph 4 shall 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 deemed to have satisfied the insurance requirements under Paragraph 5 of this Mortgage if the Owners Association maintains in full force and effect a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage" and such other hazards (including flood insurance) as We may require, and in such 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

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Mortgage, continued

covering the Condominium Project shall 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 Association to terminate professional management and assume self-management of the Condominium Project. If the Property has 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 amounts disbursed by Us pursuant to this Paragraph 6, with interest thereon at the variable rate described in the Agreement, shall become indebtedness 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 for 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 bind, and the rights hereunder shall inure to, Your and Our respective successors and assigns, subject to the provisions of Paragraph 13 hereof. All Your covenants and agreements shall be joint and several. The captions and headings of the paragraphs of this Mortgage 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 provided herein, and (b) any notice to Us shall be given by personal delivery or by mailing such notice by certified mail, return receipt 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, We may, at Our option, require immediate payment in full of all sums secured by this Mortgage. However, We shall not exercise this option if the exercise is prohibited by applicable law as of the date of this Mortgage. If We exercise this option, We shall give You notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which all sums secured by this Mortgage must be paid. If these sums are not paid prior to the expiration of this period, We may 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 appointed by a court to enter upon, take possession of, and manage the Property and 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 and premiums on the 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. **Statement of Obligation.** We may collect a fee for furnishing 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 Mortgage 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 Agreement 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 and release other security (including guarantees) for the obligations arising under the Agreement or any promissory note or agreement evidencing a Future Loan Advance, and (b) waives (i) any right to require Us to proceed against any Borrower or any other person, proceed against or exhaust any security for the obligations secured by this Mortgage or pursue any other remedy in Our power whatsoever, (ii) any defense or right against Us arising out of any disability or other defense or cessation of liability of any Borrower for any reason other than full payment, (iii) any defense or right against Us arising out of Our foreclosure upon the Property, even though such foreclosure results in the loss of any right of subrogation, reimbursement or other right You have against any Borrower, (iv) all presentments, diligence, protests, demands and notice of protest, dishonor, and nonperformance, (v) until payment in full of the indebtedness secured by this Mortgage, any right 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.** 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 State of Nevada; 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.
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 Exemption. 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 authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by Us and by every person hereafter claiming any right hereunder that nothing contained herein or in the Agreement shall be construed as creating any liability on You personally to pay amounts owing in connection with the Agreement or this Mortgage or any interest that may occur thereon, or to perform any covenants either express or implied contained in this Mortgage, all such liability, if any, being expressly waived, and that any recovery on 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.

County of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

Legal Description: Parcel 1:

The South 68.0 feet of the West 200.0 feet of Lot 5, together with the West 200.0 feet of Lot 7 in Nergard's Subdivision of Part of Section 29, Township 42 North, Range 13 East of the Third Principal Meridian according to the plat thereof recorded July 10, 1917 in Book 152 of plats on Page 2, as Document Number 6150238, in Cook County, Illinois.

Parcel 2:

All that part of the West 200.0 feet of Lot 14 and all that part of the West 200.0 feet of Lot 15 in Bernard Kloeppers Resubdivision of part of the West half of Section 29, Township 42 North, Range 13 East of the Third Principal Meridian, as recorded January 4, 1889 as Document Number 910649, lying East of the West line of said Lot 5 in said Nergard Subdivision extended South and lying North of a line 167.0 feet South of and parallel with the North line of Lot 14 in said Bernard Kloeppers Resubdivision, in Cook County, Illinois.

Parcel 3:

Easement for the benefit of Parcel 1, as created by deed from the Northern Trust Company, a corporation of Illinois, as trustee to Edward Anderson, dated April 5, 1930 and recorded April 29, 1930 as Document Number 10648169, and by the deed from Richard Bersee Hart and Helen Buehler Hart, his wife to Clarence A. Hemphill dated June 27, 1963 and recorded June 28, 1963 as Document Number 18839385, and by declaration and grant of easements made by the 1st National Bank of Chicago, as trustee under Trust Agreement dated August 30, 1963 known as Trust Number 59261, Richard Bresee Hart and Helen Buehler Hart, his wife, dated March 13, 1964 and recorded April 2, 1964 as Document Number 19089376, as amended by supplemented by instrument made by the 1st National Bank of Chicago, as trustee under Trust Agreement dated August 30, 1963 known as Trust Number 59261, Richard Bresee Hart and Helen Buehler Hart, his wife, and John Irving Shaw, dated May 25, 1964 and recorded June 5, 1964 as Document Number 19148042 for ingress and egress (said easement being of varying widths as shown on said plat recorded as Document Number 19089375, as amended and supplemented as Document Number 19148042, over and across Lots 3, 5, 6, and 7 in Nergard's Subdivision and Lot 11 in Bernard Kloeppers Resubdivision in the West half of Section 29, Township 42 North, Range 13 East of the Third Principal Meridian, the center line of which is defined as follows: beginning at a point in the West line of locust road (being 30 feet West of the East line of the West half of Section 29, Township 42 North, Range 13 East of the Third Principal Meridian, 16.5 feet South of the North line of Lot 7 in Nergard's Subdivision and running thence west parallel with said North line 406.04 feet to a point of curve; thence Northwesterly along a curve line having a radius of 100 feet convex Southwesterly 127.84 feet as measured North 50 degrees 16 minutes West along the chord of said curve to a point of tangency; thence North 10 degrees 32 minutes West along a straight line, 96.81 feet to a point of curve; thence Northerly and Westerly along a curved line having a radius of 190 feet, convex Northeasterly 268.08 feet as measured North 55 degrees 32 minutes West along the chord of said curve to a point of tangency; thence South 79 degrees 28 minutes West along a straight line 474.31 feet to a point of curve; thence Westerly and Northerly along a curved line having a radius of 9 feet 127 feet, convex Southwesterly 233.0 feet as measured North 33 degrees 59 1/2 minutes West along the chord of said curve to a point of reverse curve; thence Northerly along a curved line having a radius of 183.71 feet convex Easterly 103.74 feet as measured North 16 degrees 09 minutes East along the chord of said curve to a point of tangency in the South line of the North 35 feet of that part of Lot 11 in Bernard Kloeppers Resubdivision lying South of the North line of Lot 6 in Nergard's Subdivision extended West, said point of tangency being 16.515 feet West of the East line of lot 3 in Nergard's Subdivision extended South, and thence North along a line 16.515 feet West of and parallel with East line of said Lot 3 in Nergard's Subdivision and said line extended South, 318.14 feet more or less to the center line of an intersecting roadway running North east and South west and also that part of a private roadway the center line of which is described as beginning on the West line of said Lot 5 in Nergard's Subdivision aforesaid, 68.0 feet North of the South west corner thereof and running thence East along the North line of the South 68.0 feet of said Lot 5, 200.0 feet to a point: thence Northeasterly along the radial line extended to the 127.0 foot radius of such private roadway, thereinbefore described 83.03 feet to the center line of said private roadway (except that part thereof falling in Parcels 1 and 2), all in Cook County, Illinois.

Permanent Index #'s: 05-29-102-076-0000 Vol. 0104 and 05-29-102-087-0000 Vol. 0104

Property Address: 79 Woodley Road, Winnetka, Illinois 60093