

Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption



Doc#: 0910455080 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 04/14/2009 02:18 PM Pg: 1 of 8

AMERICAN TITLE COMPANY

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

01369416

Property of Cook County Clerk's Office

The property identified as: PIN: 03-30-121-019-0000

Address:

Street: 1210 W Euclid Ave

Street line 2:

City: Arlington Heights

State: IL

ZIP Code: 60005

Lender: CITIBANK

Borrower: Jeffrey & Wantanee Benkler

Loan / Mortgage Amount: \$150,000.00

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the loan is a HELOC which is not simultaneous with a new first mortgage.

Certificate number: 2063922A-8082-4DD8-8D3A-8F90BC7546A9

Execution date: 01/09/2009

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WHEN RECEIVED RETURN TO:

CITIBANK
Document Administration
1000 Tech Center Drive, MS. 211
O'Fallon, MO 63428-2111

THIS INSTRUMENT PREPARED BY:

JANET LATHROP
Citibank
P.O. Box 79911, MS 211
St. Louis, MO 63147
1-800-645-5111

0136946

Send Tax Statements to
1210 EUCLID AVE W
ARLINGTON HEIGHTS, IL 60005-1012

EQUITY SOURCE ACCOUNT[®] MORTGAGE

ACCOUNT NUMBER: 108121707905000

In this Mortgage (dated 01/09/2008) "You," "Your" and "Yours" means JEFFREY G. BENKLER AND WANTANEE N. BENKLER, HUSBAND AND WIFE AS TENANTS OF THE ENTIRETY. "We," "Us" and "Our" means Citibank, N.A., a national bank, a subsidiary of whose home address is 3900 Flamingo Road, Suite 127, Las Vegas, Nevada 89109. The "Borrower" means the individual(s) who has (have) signed the Equity Source Account[®] Agreement and Disclosure (the "Agreement") of even date herewith and in connection with this Mortgage.

The "Property" means the real estate, including the lesshold (if any), located at 1210 EUCLID AVE W, ARLINGTON HEIGHTS, IL 60005-1012 (the "Property").

The "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 from such date.

The Agreement provides that the loan secured by the Property is an open end revolving line of credit at a variable rate of interest. The maximum amount of all advances made to the Borrower under the Agreement and which may be secured by this Mortgage may not exceed \$30,000.00 (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, 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 issue a mortgage release to be executed and such release is properly recorded.

To secure the payment and performance of all indebtedness and obligations of the Borrower under the Agreement, and the modification or replacement of the Agreement, or the payment of all other sums advanced in accordance herewith to protect the priority of this Mortgage, with finance charges thereon at the variable rate described in the Agreement; and (c) the payment of all future advances made by Us to Borrower pursuant to Paragraph 16 of this Mortgage (herein "Future Loan Advances") You, in consideration of the indebtedness hereon created, hereby mortgage, grant and convey to Us the Property.

There shall also be included as improvements now or hereafter attached to the Property, and all easements, rights, appurtenances, rents (subject to any law to the contrary and authorities given herein to lease, collect and apply such rents), royalties, mineral, oil and gas rights and interests, water, water rights and water stock, and all other things in any way attached to the Property (which, if this Mortgage is a part of a residential project or plan, shall include the common elements in such project or development associated with such project, all of which, including repairs, maintenance and additions thereto, shall be deemed to be and remain a part of the Property).

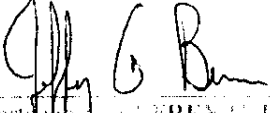
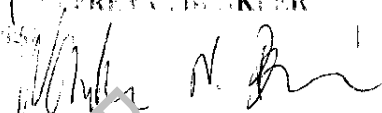
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Mortgage Continued

IN WITNESS WHEREOF, I HAVE EXECUTED THIS MORTGAGE, AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS SET FORTH ON PAGES 3 THROUGH 6 OF FORECLOSURE.

IF MORTGAGOR IS AN INDIVIDUAL

	01/09/2009		
Mortgagor: <u>JEFFREY G. BENKLER</u>		Witness	Date
<input checked="" type="checkbox"/> Married	<input type="checkbox"/> Unmarried		
	01/09/2009		
Mortgagor: <u>JEFFREY G. BENKLER</u>		Witness	Date
<input checked="" type="checkbox"/> Married	<input type="checkbox"/> Unmarried		
Mortgagor:		Witness	Date
<input type="checkbox"/> Married	<input type="checkbox"/> Unmarried		
Mortgagor:		Witness	Date
<input type="checkbox"/> Married	<input type="checkbox"/> Unmarried		
Mortgagor:		Witness	Date
<input type="checkbox"/> Married	<input type="checkbox"/> Unmarried		
Mortgagor:		Witness	Date
<input type="checkbox"/> Married	<input type="checkbox"/> Unmarried		

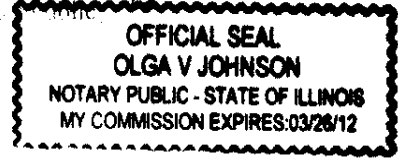
STATE OF ILLINOIS
County of COOK) SS)

I, the undersigned Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY that JEFFREY G. BENKLER and MARLA JEFF BENKLER 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 of his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 9 day of JANUARY, 2009.

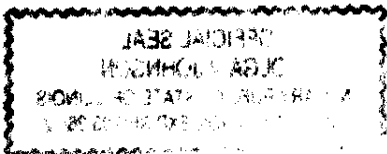
My Commission expires 03/26/2012





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Mortgage Covenants

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 consent that the covenants follows:

1. **Payment of indebtedness.** Borrower shall promptly pay when due the indebtedness secured by this Mortgage including, without limitation, that referenced by the Agreement.
2. **Application of Payments.** Unless applicable law or rules 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 the Mortgage in such order as We may choose from time to time.
3. **Charges and Taxes.** Except as expressly provided in the Paragraphs hereof, 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 You or any obligor, when due, directly to the payee thereof. In the event You make payments directly to the payee thereof, an original receipt or You shall promptly furnish to Us receipt evidence of 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 so advanced in accordance with applicable law. You shall make payments when due on any indebtedness secured by a mortgage or other lien that is prior in right to this Mortgage or "Prior Mortgage". You shall promptly discharge the lien of any Prior Mortgage or lien alleged to be in violation of this Mortgage, provided, however, that You shall not be required to discharge any such lien so long as You shall: (a) in good faith discharge such lien by, or defend enforcement of such lien in, legal proceedings which are intended to prevent the enforcement of the lien or to take care of the Property or any part thereof, or (b) secure from the holder of such lien a written 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 made 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, hazardous events within the term "extended coverage" and such other hazards as We may require (including flood insurance coverage) for and by Us 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 no event for less than that necessary to comply with any coinurance or co-payment provisions on the hazard insurance policy. All hazard insurance policies and renewals thereof shall be in form and substance satisfactory to Us and shall include a standard mortgage 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 received by Us to the insurance carrier or to the carrier's agent for insurance benefits, We are authorized to collect and apply any insurance proceeds in Our option either for reconstruction or repair of the Property, or to sums secured by this Mortgage. If the Property is sold by Us under Paragraph 14 of this Mortgage, all of Your right, title and interest in and to any insurance policies and proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Us to the extent of the amount 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 project or a planned unit development (herein "condominium project"), then: (a) You shall perform all of Your obligations under the declaration or covenants governing or governing the Condominium Project, and the by-laws and regulations of the Condominium Project, and all constituent documents therein "Project Documents", including the payment when due of assessments imposed by the home owner's 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 4 of this Mortgage if the Owner's Association maintains in full force and effect a "least-amount" 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; (c) the provisions of any Project Documents regarding the maintenance of any insurance proceeds and insurance policies covering the Condominium Project shall

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Mortgage (continued)

supersede the provisions of Paragraph 1 of this Mortgage to the extent necessary to avoid conflict between the provisions thereof and hereof, (b) You shall assign to Us the right to receive distributions or payments of the Property under "master" or "blanket" policies covering the Property 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; (c) You shall give Us prompt written notice of any loss in any insurance policy under a "master" or "blanket" policy on the Condominium Project; and (d) You shall give Us, without Our prior written consent, notice of any renewal, extension, or termination of the Condominium Project (except for any automatic termination provided by law in the case of a total or substantial destruction by fire or other casualty or in the case of a final condemnation or eminent domain); (e) any material amendments to the Project Documents (including any change in the percentage interests of the unit owners in the Condominium Project); and (f) the effectuation of any decision by the Owners Association to terminate or to alter management and/or maintenance 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 Property: If you fail to perform Your obligations under this Mortgage, or if any action or proceedings adversely affect or threaten the Property, We may, at Our option, and any action reasonably necessary, (including, without limitation, payment of expenses and attorney fees and to our 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, with interest thereon at the variable rate described in the Agreement and become a debt secured by this Mortgage (except as expressly provided herein). Nothing contained in this Paragraph shall constitute a guaranty, liability, expense or obligation on Our behalf.

7. Inspection: Any of Our agents may enter and inspect the Property, other than You, upon reasonable prior notice.

8. Condemnation: The proceeds of any award or claim for damages, actual or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for a conveyance in lieu of condemnation, are hereby assigned and shall be paid to Us. Neither We nor You will be relieved of any obligation to make payments if We apply the award received to the outstanding balance owed.

If You plan to file a claim for damages, or are notified by Us or You that a third party has offers to make an award or settle a claim for damages, You shall respect and comply with that party's (a) claims and (b) instructions if the notice is mailed. We are authorized to collect and apply the proceeds of any award or settlement provided in Paragraph 8 herein.

9. Forbearance and Waiver: Any forbearance by Us in exercising any remedy hereunder, or otherwise afforded by applicable law, shall not be construed to or preclude the exercise of any such remedy in the future. Any waiver by Us must be in writing and shall not be binding.

10. Sureties and Assign: Borrower Joint and Several Liability: Covenants, conditions and agreements herein contained shall bind, and the obligations hereunder to, You and, to the extent of the sureties and assignors, subject to the provisions of Paragraph 13 hereof, all other persons and agreements shall be joint and several. This Mortgage and headings of the paragraphs of this Mortgage are for convenience only and shall not be used to infer or define the parties to this Mortgage.

11. Notice: Notices and other communications required under applicable law, including notices to You provided for in this Mortgage, shall be given to You personally or by registered mail, return receipt requested, addressed to You at the address of the Property shown at the beginning of this Mortgage, or at the address as You may designate by notice to Us as provided herein, and the notice shall be deemed to have been given by mailing such notice by certified mail, return receipt requested, to the addressee at the address as designated by notice to You as provided herein.

12. Severability: If any provision of this Mortgage is found to be unenforceable, all other provisions will remain in full force.

13. Option to Accelerate Upon Transfer of the Property: If the Property or any interest in it is sold or transferred, whether voluntarily or involuntarily, You are sold or transferred (and You are not a natural person) without Our prior written consent, We may, at Our option, require immediate payment of all obligations secured by this Mortgage. However, We shall not exercise this option if the jurisdiction in which the Property is sold or transferred has a law that prohibits Our exercise of this option. If We exercise this option, We shall give You notice of acceleration. The notice shall provide a period of time for You to cure the default by the date the notice is delivered or mailed within which rules applicable by law to this Mortgage must be complied with. If You do not cure the default prior to the expiration of this period, We may invoice any person responsible for this Mortgage with respect to the obligations secured by this Mortgage.

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Mortgage Agreement

14. **Default.** In the event of a default under this Mortgage or if Borrower fails to perform any obligation under the Agreement, We may, at Our option, cause all amounts secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of foreclosure under the Act 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 agree to Us the rents of the Property; provided, however, that You do not intend to abandon under Paragraph 14 hereof or abandonment of the Property, the right to collect and retain such rents until they become due and payable.

16. **Future Loan Advances.** Upon Your request, We and Our option may make Future Loan Advances to You or Borrower. Such Future Loan Advances and interest thereon shall be secured by this Mortgage when evidenced by a promissory note or agreement stating that the advance is secured by this Mortgage.

17. **Release of Collateral.** Upon completion of all sums secured by this Mortgage in full pursuant to expiration of the Agreement or (b) Your request, We shall release all mortgages and liens that shall pay off the debt secured by this Mortgage.

18. **Appointment of Receiver Under in Possession.** Upon foreclosure under this Mortgage or abandonment of the Property, We shall be deemed to have accepted and appointed by a court to enter into, take possession of, and manage the Property and collect the rents of the Property remaining then 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 attorney's fees, and then to the satisfaction of this Mortgage. The receiver shall be liable to account only for those rents actually received.

19. **Statutory Obligations.** We may collect a fee for our sheriff's enforcement of obligation in an amount not to exceed the maximum amount payable under applicable law.

20. **No Other Liens.** There shall be no merger of the interest secured by this Mortgage with any other interest or estate in the Property at the time held by or for Our benefit in any capacity, without Our prior written consent.

21. **Fixtures.** This Agreement shall constitute or form part of a mortgage or a mortgage filing in the Official Records of the County Recorder of Cook County, Illinois, the Property is located and all fixtures and improvements included within the term "Property" as used in this Mortgage and within space in any good or other personal property attached to or hereafter become such fixtures.

22. **Waiver of Defenses.** In the event that any of You is not a party to the Agreement as Borrower, each of You: (a) agrees that We may, from time to time, without notice to, consent from or demand on, and without affecting or impairing in any way any of Our rights, remedies or advantages, extend, re-advance, re-price, re-charge, re-amortize, re-rate or otherwise amend the terms of the Agreement and any amendments, amendments, amendments evidencing Future Loan Advances and (b) except, waive and release other security (including guarantees) and obligations incurred under the Agreement or any amendments or agreement evidencing a Future Loan Advance, and (c) waive the right to require Us to proceed against any Person 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 or in connection with the defense or cessation of liability of any Borrower for any reason other than (a) 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 redemption, reimbursement or other right or have agreement, Borrower, (iv) all presentments, diligence, protest, demands and notice of demand, dishonor, non-performance, default, payment and (v) the indebtedness secured by this Mortgage, any right of subrogation, the benefit of any statute of limitations or (vi) the benefit of the statute of limitations affecting the Property at the time of maturity by law. Any partial payment by You or any other Borrower in any instance that operates to toll any statute of limitations shall operate to toll such statute of limitations.

23. **Choice of Law.** This Agreement shall be governed by United States federal law, and, to the extent the United States federal law is inapplicable, the law of the State of Illinois shall govern the perfection and enforcement of Citibank's security interest as to the Property. The Mortgage will be governed by applicable law of the State where the Property is located.

24. **Assignment.** This Agreement shall be assigned to the continued benefit of Citibank under this Mortgage.

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Mortgage - Continued

25. **Loan Charges Exceeding Permitted Limits.** If the Agreement is subject to a law which sets maximum loan charges, and that law is later amended so that the interest on other loan charges collected or to be collected in connection with the Agreement exceed the permitted limits, then (a) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limits and (b) any loan charge already collected from the Borrower which exceeded permitted limits will be refunded to the Borrower. We may choose to make such refund by debiting the principal owed under the Agreement or by making a direct payment to You as seen fit. If a refund reduces principal, the refund will be treated as a partial prepayment without any prepayment penalties. No amount in excess of applicable law will be the effect of rendering any provision of the Agreement or this Mortgage unenforceable or void. We may at our option require immediate payment, or full of all sums secured by this Mortgage if any law which touches payment or the Mortgage is amended.

26. **Waiver of Homestead Exemption.** You waive all right of homestead exemption in the Property.

27. **Trustee.** If this Mortgage is executed by or for mortgagor here, You execute this Mortgage as trustee as aforesaid, in the exercise of powers lawfully conferred and vested in mortgagor, and it is expressly understood and agreed by Us and by every person hereinafter mentioned that nothing herein or in the Agreement shall be construed as creating a trust or obligation on You personally to pay amount owing in connection with the Agreement or this Mortgage or any interest that may be or become due thereon, or to provide or procure any security or other collateral in this Mortgage, and no liability, if any, being expensible or enforceable against You or the Mortgagor or any person shall be solely against and out of the Property by enforcement of any provision of this Mortgage and the Agreement, or the value of said property shall in no way affect the personal liability of any individual or entity to whom an obligation is incurred by the Agreement.

Property of Cook County Clerk's Office

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ACAPS #: 108121707905000

ATC FILE #: 0136946

Customer Name: Jeffrey and Wantanee Benkler

LEGAL DESCRIPTION

LOT 52 IN ARLINGDALE, BEING H.J. ECKHARDT'S SUBDIVISION OF WEST 2,346 FEET NORTH 1/2 SECTION 30, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF CHICAGO AND NORTH WESTERN RAILROAD IN COOK COUNTY, ILLINOIS.

P.I.N. #: 03-30-121-019

Property of Cook County Clerk's Office