

File
MORTGAGE
TO SECURE AN
EQUITY SOURCE ACCOUNT
AGREEMENT

444-092-9375

This Instrument was
prepared by: DEBBIE BROOKS

UNOFFICIAL COPY

CITICORP SAVINGS

Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone 312-927-5000

85156347

\$16.00

AFTER RECORDED RETURN TO:
CITICORP SAVINGS OF ILLINOIS
EQUITY SOURCE OFFICE
22 WEST MADISON
SUITE 1202 3rd
CHICAGO, IL 60602

THIS MORTGAGE ("Mortgage") is made this 8th day of April,
1988 between Mortgagor, TAI CHUNG LIM and SUNG HEE LIM, his wife

(herein "Borrower") and the Mortgagee, Citicorp Savings of Illinois, A Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States, whose address is One South Dearborn Street, Chicago, Illinois 60603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender pursuant to an Equity Source Account Agreement ("Agreement") of even date hereof, additionally secured, if appropriate, by a Security Agreement and Collateral Assignment of Beneficial interest in the land trust holding title to the property ("Security Agreement"), in the principal sum of ONE HUNDRED SIXTEEN THOUSAND NINE HUNDRED AND 00/100

\$116,900.00 U.S. dollars, Borrower's "Credit Limit" or so much of such principal as may be advanced and outstanding, with interest thereon, providing for periodic installment payments of interest, optional credit life and/or disability insurance premiums, and miscellaneous fees and charges for ten (10) years from the date hereof, thereafter, for periodic installment payments of 1/240 of the Outstanding Principal Balance, interest, optional credit life and/or disability insurance premiums, and miscellaneous fees and charges for twenty (20) years; all such sums, if not sooner paid, being due and payable approximately thirty (30) years from the date hereof.

To secure to Lender (a) the repayment of the indebtedness evidenced by the Agreement, 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 the Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 7 hereof, such advances pursuant to paragraph 7 hereof of principal made after the date hereof being referred to as "future advances"; and (c) any "Loans" (advances of principal after the date hereof) as provided for in the Agreement; it being the intention of Lender and Borrower that all such Loans made after the date hereof enjoy the same priority and security hereby created as if all such Loans had been made on the date hereof; and (d) the performance of Borrower's covenants and agreements under this Mortgage and the Agreement secured hereby. For this purpose, Borrower does hereby mortgage, grant, convey and warrant (unless Borrower be an Illinois land trust, in which case Borrower mortgages, grants, conveys and quit claims) to Lender the following described property located in the County of COOK and State of Illinois:

PARCEL 1: LOT 132 IN INDIAN RIDGE, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: AN UNDIVIDED 0.0025 PERCENT INTEREST IN THE COMMON AREAS APPURtenant TO PARCEL 1, AS SET FORTH IN THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS OF INDIAN RIDGE RECORDED AS DOCUMENT NUMBER 2508,000, ALL IN COOK COUNTY, ILLINOIS.

P.I.N. No. 04-20-305-022-0000 *EBC*

which has the address of 2344 INDIAN RIDGE DRIVE (street), GLENVIEW
(city), ILLINOIS 60025 (state and zip code), herein "property address":

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "property".

Borrower covenants that Borrower 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. Borrower, unless Borrower is an Illinois land trust, warrants and will defend generally the title to the property against all claims and demands, subject to any encumbrances of record.

Borrower acknowledges that this Mortgage secures an Agreement that contains provisions allowing for changes in the interest rate, and that Lender may, prior to the maturity of the Agreement, reduce the Available Line of Credit and/or require repayment of the total balance outstanding under the Agreement.

Covenants. Borrower and Lender covenant and agree as follows:

1. Payment, Term, Rate, and Finance Charges

(A) Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest accrued on the indebtedness evidenced by the Agreement, together with any late charges or other fees, charges or premiums imposed by the Agreement, the Security Agreement, or by this Mortgage.

(B) Line of Credit Loan. This Mortgage contains a Line of Credit Loan Agreement. Borrower will have access to that Line of Credit during the first one hundred twenty-one (121) Billing Cycles assigned to Borrower's Account. Each Billing Cycle will be approximately one month. The length of a Billing Cycle may be less than one month. The Revolving Line of Credit Term of the Agreement is therefore approximately ten (10) years long. Borrower agrees to repay the principal amount of the Loans advanced during the Revolving line of Credit Term of the Agreement during the twenty (20) years commencing at the close of the Revolving Line of Credit Term. This repayment term is referred to herein and in the Agreement as the Closed-End Repayment Term. The total term of the Agreement set forth by this Mortgage is therefore approximately thirty (30) years.

(C) Agreed Periodic Payments. During the Revolving Line of Credit Term and for the one hundred twenty-first (121st) Billing Cycle, Borrower agrees to pay on or before the payment due date shown on each periodic Billing Statement the Minimum Payment Due for that Billing Cycle. The minimum payment due is the sum of the following charges accrued or incurred in the Billing cycle: (1) Finance Charges; (2) premiums for Optional Credit Life and/or Disability Insurance; (3) the Annual Fee; (4) all other fees and charges incurred pursuant to the Agreement except fees and charges charged to Borrower's Account at the inception of the Agreement as permitted by Paragraphs 11-B and C of the Agreement; (5) principal necessary to reduce the Outstanding Balance of Borrower's account to Borrower's Credit Limit; and (6) any past due payments. The payment due date for each Billing Cycle is approximately twenty-five (25) days after the close of the Billing Cycle. During the Closed-end Repayment Term, Borrower agrees to pay on or before the payment due date shown on each Periodic Billing Statement a minimum payment due computed in the same way as above, plus 1/240th of Borrower's initial Closed-End Principal Balance (The Principal Balance Due from Borrower to Lender at the end of the Revolving Line of Credit Term).

(D) Interest During the Revolving Line of Credit Term. Borrower agrees to pay interest (a "Finance Charge") on the Outstanding Principal Balance of Borrower's Equity Source Account during the Revolving Line of Credit Term as determined by the Agreement.

The rate of interest ("Annual Percentage Rate") will be determined and will vary based upon a "Reference rate". This Reference Rate shall be the prime rate of interest as published in the Money Rates Section of the Wall Street Journal on the first business day of each month, regardless of when such rates were quoted by the Commercial Banks to the Wall Street Journal. If any such Reference Rate includes the prime rate or base rate of interest quoted by Citibank, N.A., the Reference Rate, if necessary, will be adjusted to negate such inclusion. The Reference Rate is defined by the Wall Street Journal as the base rate on corporate loans at large U.S. Money Center Commercial Banks. In the event more than one Reference Rate is published by the Wall Street Journal for any applicable day, the lowest rate so published shall apply (unless that lowest rate is due solely to a rate quoted by Citibank, N.A. for such applicable day, in which event the next lowest rate shall apply). In the event such a Reference Rate ceases to be published by the Wall Street Journal, the Reference Rate shall be the average of the quoted base rates on Corporate Loans at the five largest National Banks in the United States measured by total of assets, such measurement to be taken annually on the last business day of each preceding calendar year. At no time will Citibank, N.A. be considered one of the five National Banks. In the event such Banks cease to quote a base rate, Citicorp will select a comparable Reference Rate outside its control and readily verifiable by Borrower.

The Reference Rate so determined shall be effective for any Billing Cycle that begins in that month. However, the Reference Rate effective for Borrower's initial Billing Cycle shall be determined in one of two ways. If Borrower's initial Billing Cycle Billing Date occurs in the same month as the effective date of this Agreement, the Reference Rate shall be the one determined on the first business day of the preceding month. If Borrower's initial Billing Cycle Billing Date occurs in the month after the effective date of this Agreement, the Reference Rate shall be the one determined on the first business day of the month in which the effective date of this Agreement occurs.

Borrower rate of interest ("Annual Percentage Rate") shall be the Reference Rate plus a "Margin" of One and 3/4 percent (1.750%). for the applicable Billing Cycle.

Finance Charges will be assessed on a daily basis by applying the Daily Periodic Rate (the "Daily Periodic Rate" is the Annual Percentage Rate applicable to that Billing Cycle, divided by 365) to the Daily Principal Balance on Borrower's Equity Source Account for each day of the Billing Cycle in which there is an Outstanding Principal Balance.

(E) Interest During the Closed-End Repayment Term. Borrower agrees to pay interest (a "Finance Charge") during the Closed-End Term on the Outstanding Principal Balance of Borrower's Equity Source Account which has not been paid beginning on the day after the Conversion Date and continuing until the full Outstanding Principal Balance has been paid. Borrower's Outstanding Principal Balance at the beginning of the Closed-End Repayment Term is that sum disclosed on the periodic Billing Statement for Borrower's One Hundred Twenty First (121st) Billing Cycle as the Outstanding Principal Balance and is referred to herein as the "**Initial Closed-End Principal Balance**". If Borrower has used Equity Source Account Checks that have not been posted to Borrower's account as of the Conversion Date, and those checks are subsequently paid by Lender, Borrower's Initial Closed-End Principal Balance will be increased on subsequent periodic Billing Statements to reflect such Loans.

The rate of interest (Annual Percentage Rate) during the Closed-End Repayment Term will be determined and will vary based upon the Reference Rate described in the Agreement and in Paragraph 1-D hereto.

The "**Current Reference Rate**" is the most recent Reference Rate available sixty (60) days prior to each "Change Date", (defined below).

Each day on which the interest rate effective during the Closed-End Repayment Term may change, and the first day of the Closed-End Repayment Term, is a "Change Date". Interest rate changes during the Closed-End Repayment Term may occur on the first day of the Closed-End Repayment Term and on the same day of the month every twelve (12) months thereafter.

The interest rate effective on the First Change Date will be the Current Reference Rate plus a margin of One and 3/4 percent (1.750%). On each succeeding Change Date, Lender will determine the Current Reference Rate, and the new interest rate will be equal to the Current Reference Rate, plus the Margin.

Each new interest rate will become effective with each Change Date, and will be reflected in the payment due immediately after that Change Date.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day periodic payments are due under the Agreement until the Agreement is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Mortgage; (b) yearly leasehold payments or ground rents on the property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the funds due on the basis of current data and reasonable estimates of future escrow items.

Digitized by srujanika@gmail.com

88156347

Ladies and gentlemen, good morning. I am pleased to speak to you this morning about the proposed merger between the Bank of America and Merrill Lynch. I would like to begin by discussing the proposed merger and its potential impact on our shareholders. The proposed merger will create a new global banking institution with a strong balance sheet, diversified revenue streams, and a broad range of products and services. It will also allow us to better serve our customers and clients around the world. We believe that this merger is in the best interests of our shareholders and the broader financial community.

Understand that before ultimate agreement in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, if the restoration or repair is economically feasible or if the insurance company so demands. If the restoration or repair is not economically feasible or if the insurance company so demands, the insurance company may require a cash payment in full or a cash payment in part and the insurance company may require a cash payment in full or a cash payment in part.

All measures for protection and prevention should be adopted to prevent further spread and minimize the damage to the environment by the oil pollution.

5. Hazard Insurance: Hazard insurance is very important as it helps to cover the losses caused by fire, lightning, floods, etc.

4. **Charitable bequests** Charitable bequests are gifts left to a charity in one's will or trust. These are used to support charitable organizations and their activities.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly return to Borrower any funds held by Lender. If Under Mortgagor fails to pay the sums secured by this Mortgage, Lender shall present any funds

If the amount of the funds held by Landers, together with the funds held by Landers' heirs, amounts to the sum of the principal payments made by Landers to the trust, the trustee may make up the deficiency in one or more payments to Landers.

UNOFFICIAL COPY

• PRACTICAL ECONOMICS

16. **Power's Copy.** Borrower shall be given one uncorrected copy of this Agreement and of this Mortgage;

17. **Prior Mortgages.** Borrower covenants and agrees to comply with all of the terms and conditions and covenants of any mortgage, trust deed or similar security instrument affecting the property which has or may have priority over this Mortgage; trust deed or similar security instrument affecting the property which has or may have priority over this Mortgage, but not limited to, timely making the payments of principal and interest due thereunder, failure of Borrower to make such payments or keep such terms, conditions and covenants as provided for in such prior mortgages, trust deeds or securities agreements shall constitute a default under this Agreement and Lender

may invoke the remedies specified in paragraph 20 hereof.

15. Governing Law; Sovereignty. This Mortgage shall be governed by federal law and regulation and the law of the jurisdiction in which the property is located. In the event that any provision of this Mortgage or of the instruments contained herein conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the validity of the instrument.

In by first class mail, unless otherwise directed, two copies of notice of action shall be mailed to the defendant at his address as appears on the record or, if no address is shown, to his last known address, and a copy of the summons and complaint shall be served on him in the same manner.

13. **Registration Against Landowner's Rights.** If cancellation or expunction of a record has the effect of rendering any particular property unusable for its original purpose, the owner may file a complaint for injunction against the registrant.

concentration with the loan exceed the permitted limits, then, as any such loan charge should be paid off by the minimum amount necessary to reduce the charge to the permitted limits and, as any such loan charge should be paid off by the minimum amount available under the agreement or by making a direct payment to the provider. Lenders may choose to make this reduction by reducing the principal and interest amounts due or by reducing the principal amount due.

11. Successor and Assigns Bound; Joint & Several Liability; Co-Debtors. The co-debtors and successors and assigns

10. Borrower Not Lender, Beneficiary by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the debt as set forth in this Article shall not be deemed to give either party any right to require the other party to pay any amount due under the Note or to waive any provision of the Note or this Article.

receipt of the property or to the sums secured by this Mortgage, whether or not then due.

If the properties demanded by Borrower, or if, after notice by Lender to Borrower that the demand offers to make an award of a claim for damages, Borrower fails to respond to Lender within thirty days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to reduction of the principal balance or to the payment of any other amount due under this note.

In the event of a total loss of the property, the proceeds shall be applied to sums expended by the owners to repair or reconstruct and such as may be paid to insurance companies.

9. **Condemnation.** The proceeds of any award or estate for damages, direct or consequential, in connection with any condemnation of other lands of any part of the property, or for conveyance in lieu of condemnation, are hereby

If leaders require more stringent insurance as a condition of making the loan secured by this obligation, borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender under this paragraph shall become additional debt of Lender to Lender for so long as Lender holds title to the property.

7. **Protection of Landlord's Rights in the Property:** Mortgagee Insurance. If the borrower fails to perform his obligations and requirements contained in this Agreement, or there is a legal proceeding against him for significant damage after landlord's property in court, paying reasonable attorney fees and entitling on the property to make repossession. Although landlord may take action under this paragraph if he under does not have to do so.

UNOFFICIAL COPY

Digitized by srujanika@gmail.com

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

Condominium Rider

2-4 Family Rider

Other s (specify)

Dated: April 8, 1988

IF BORROWER IS AN INDIVIDUAL:

X TAI CHING LIM
Individual Borrower

TAI CHING LIM

X SONG HEE LIM
Individual Borrower

SONG HEE LIM

STATE OF ILLINOIS

SS

COUNTY OF DeKalb

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that TAI CHING LIM and SONG HEE LIM, his wife personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 15 day of April, 1988.

"OFFICIAL SEAL"

Rosanne M. O'Connor

Commission Expires: Commissions expires 5/12/90

STATE OF ILLINOIS

SS

COUNTY OF DeKalb

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that personally known to me to be the same person whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 15 day of April, 1988.

Notary Public

Commission Expires: _____

IF BORROWER IS A TRUST:

not personally but solely as trustee as aforesaid

By: _____

Title: _____

ATTEST:

Its _____ Title: COOK COUNTY CLERK'S OFFICE
FILED FOR RECORD

STATE OF ILLINOIS

SS

COUNTY OF DeKalb

1988 APR 15 AM 9:53

98156347

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that President and Secretary, respectively, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth, and the said Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15 day of April, 1988.

Notary Public

Commission Expires: _____

UNOFFICIAL COPY

Property of Cook County Clerk's Office