MORTGAGE LINOFFIGIAL GOPY 2 9 CITIBANCO 444-095-7392

This Instrument was

prepared by:

TONY RODRIGUEZ

CHICAGO, IL 60603

COPY COUNTY, ILLINOIS

1990 AUS 24 PM 3: 20

90414292

7269211

17TH AUGUS! day of THIS MORTGAGE ,"Mortgage") is made this 19 90 between Mortgagor, KERRY T. HASKINS AND MARY ANN HASKINS, HIS WIFE (herein "You," "Your" or "Yours") and the Mortgagee, Citibank, Federal Savings Bank, a corporation organized and existing under the laws of the United States, whose address is One South Dearborn Street, Chicago. Illinois 60603 (herein "We," "Us" KERRY T. HASKINS AND or "Our"). MARY ANN HASKINS ___ is tarm indebted to us pursuant to an WHEREAS. Equity Source Acco'.n' 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 U.S. \$ 100,000.00 ___, (your "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 1/240th of the Outstanding Principal Balance (or such greater sum as necessary to fully repay the Outstanding Principal Balance in full in substantially equal installments of principal by the Maturity Date as more fully provided in paragraph 1(C) hereof), interest, prional credit life and/or disability insurance premiums, and miscellaneous fees and charges for twenty (20) years; all such sums, it not sooner paid, being due and payable approximately thirty (30) years from the date hereof (the "Maturity Date.")

To secure to us (a) the repayment of in 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 perfusmance of the covenants, and agreements hereif contained in this Mortgage, and (b) the repayment of any future advances, with interest thereon, made to you by us pursuant to personant for agraph 7 hereof, (such advances pursuant to paragraph 7 hereof of principal made after the date hereof being referred to as "future edvances"), and (c) any "Loans" (advances of principal after the date hereof) as provided for in the Agreement (it being the intention of us and you that all such Loans made after the date harved enjoy the same priority and security hereby created as if all such Lo ms had been made on the date hereof); and (d) the performance of your covenants and agreements under this Mortgage and the Agreement secured hereby. For this purpose, you do hereby mortgage, grant, convey and warrant (unless you are an Illinois land t ust, in which case you mortgage, grant, convey and quit claim) to us the following described property located in the County of _____OOK THE WEST 50 FEET OF THE EAST 100 FEET OF LOT 16 IN KING'S and State of Litinois.

FIELDS, BEING A SUBDIVISION OF THOSE PARTS OF LOTS 2, 3, AND 4 LYING WEST OF THE CENTER LINE OF RIDGE AVENUE OF BARBARA WAGNER'S SUBDIVISION, BEING A SUBDIVISION, OF THE SOUTH 50 ACRES OF THE NORTH 60 ACRES OF THE SOUTH WEST 1/4 OF SELTION 28, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND RECORDED AS DOCUMENT 2340670 IN BOOK 68 OF PLATS, PAGE 22 IN COOK COUNTY, ILLINOIS.

P.I.N. No. 05-28-303-002-0000

2241 CHESTNUT which has the address of _

MILMETTE.

60091 __(state and zip code), (herein 'property address'); (city), ILLINOIS 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." 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 encumbrances of record. You, unless you are an Illinois land trust, warrant and will defend generally the title to the property against all claims and demands, subject to any encumbrances of record.

You acknowledge that this Mortgage secures an Agreement that contains provisions allowing for changes in the interest rate, and that we may, prior to the maturity of the Agreement and subject to certain conditions, reduce the Available Line of Credit and/or require repayment of the total balance outstanding under the Agreement.

Coverants. You and we coverant and agree as follows:

(A) Payment of Principal and Interest. You 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.

(H) Line of Credit Long. This Mortgage secures a Line of Credit Loan Agreement. You will enjoy access to that Line of Credit during the first raw handred twenty-one (121) Billing Cycles assigned to your Account. Each Billing Cycle will be approximulally one month. Close initial filling Cycle may be less than one month). The Revolving Line of Credit Term of the Agreement is therefore approximately ten (10) years limit. You sures to repay the principal amount of the Luans advanced through the through ing Line of Credit Term of the Agreement during the twenty (20) years communities at the three the three line of the dit Term. This repayment term is referred to herein and in the Agreement as the Closed-End Repayment Term. The total term of the Agreement secured by this Mortgage is therefore approximately thirty (30) years.

Citibank, Federal Savings Bank Cine South Dearborn Street Chicago, N. 80603

BOX 333-GG

90414292

ć.

E-

MONTGAGE EQUITY SOURCE ACCOMPS ACCOMPS

444-095-7392

propured by:

This fractument was TONY RODRIGUEZ 60603 CHICAGO, IL

90611292

ATHERRY

16.4

CITIBANG

THUS MORTENER, "More reported an indection of LATH the Company AUGUST ... HASKINS AND MARY ANN HASKINS, HIS WIFE ÛÉ therein "Yam," "Your" or "Yours") and the Mertigaica, Citizana Rederal Savings Bank, a compression ergo office under the laws of the United States, where address is the beath Charletin Struct, thereps Missis edent to that of "Out") KERRY T. HASKINS AND HARY ANN HASKINS RHEREAS

Equity Secree Assents Assented ("Agreement of Evan date beset authorities) the gravitational resistant and miles energy as a graved in transmission to heartailed than them the principal series of the 200,000,000 confined there and conserve a repetity recognists a patron true for bounds for the that is a continue of a second-search search of seasons and promote in withdress within actional baging in the explanation of the District Architectural properties are repeated han after a compatible contrage. The contraction can be demonstrated be a local winds pullback and out it concrete to exhibit the college, and release because it contains at some CHI and trustee in

the group trap and man of many sensors for his connections the same and the same arms. year at each of the most con-County structule of the

grade and the constant constants there is in a metal ragio and as an ad Antonic all Exclusional discoverage exercises and to exact the contract terretal discoverage and to disc and the coverage and against the property of the control of the co But the report the energy in the control of them is correct the effective Sparser of the ha mailly after the date become a carricher of come. But go which ends one of the ends as provided for a the Arregimen its boing the foreerion of as and easy and algebric as provided for in the Arcouniest in round was as a site of a confidence of the form and the following product because of the first of the following product of the first of t ecocerants and agreetic the nade the Northgold to the April 25 of But the state of the state of

76 % อส จอ ออร์ลิส โด FIRDS, BEING A SUBSTVISTOR OF SE LYING WEST OF THE CHUTER RIAL OF RIDGE AVENUE OF SUBDIVISION, BEING A SUBDIVINGON, OF NORTH 60 ACRES OF THE COUTE WAS WARD TO LOCKEY BEAUTHANDE 13 EAST OF THE TRIBE PRESCREAD SERVICE ALLEGAN AS DOCUMENT 2340670 IN JOOK 68 OF PLATE,

lllinois,

P.LN. No. 05-28-502-002-0000

which has the path of the 2241 CHESTHUT 60091 estey TLLIFFORS

For coverent that feat for him hadel and a

Possether well all the improvements follower each tien, minoral, oil and gas rights and peakes was a I recovered to the last substitution ban embarrance in HA the "yangeete."

the property and that the property is normal decay of a copy in . warrant and will defend generally the title to the property office You acknowledge that that Mortgage version on Agreed on-

rate, and that we may, prior to the pracurity of the Agreeou or Credit andfor suggine repayment of the total balance, and another-

Covenants You and we covenant and agree as listings.

Al Payment of Principal and Interest 1000 decided indebtædness evidenced by the Agreement, togask a waf 1. a has 1.

ment, the Security Agreement, or by this Moregaveist Line of Greeks Louis. This Most can be

of Credit during the flyeterne hundred ewency one of the terror of instely one meetle (Your initial Billing Cycle care in ... is thinslare approximately tended ywatering Tax appearance ing Lide of Credit Ferm of the Agreement during the twansy 1988 geometrics of

Term. This repayment term is referred to berein and in the Agraement as the Cloudistical Fee the Agreement secured by this Mortgage is therefore approximately that y that years

BOX 363 - Col

Rilling Cycle, you agree 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 your 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 your account to your 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 you agree 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 your Initial Closed-End Principal Balance (the Principal Balance owed by you to us at the end of the Revolving Line of Credit Term). (If you have used an Equity Source Account check that has not been posted to your account as of the Conversion Date, as defined in the Agreement, and that check is subsequently paid by us as provided in paragraph 2 (C) of the Agreement, your minimum payment thereafter will include, instead of 1/240th of your Initial Closed-End Principal Balance, a fraction of the outstanding principal balance after payment of that check that has a numerator of 1 and a denominator equal to the number of Billing Cycles left in the Closed-End Repayment Term, so that your account is fully paid in substantially equal principal installments by the Maturity Date.)

(D) Interest During the Revolving Line of Credit Term. You agree to pay interest (a "Finance Charge") on the Outstanding Principal Balance of your 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 routh, regardless of when such rates were quoted by the Commercial Banks to the Wall Street Journal. 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 nicrophan one Reference Rate is published by the Wall Street Journal for any applicable day, the lowest rate so published shall apply in the event such a Reference Rate ceases to be published by the Wall Street Journal, we will select a new Reference Rate through the comparable information, and if necessary, a substitute "Margin", so that the change in the Reference Rate results in substantially the same "Annual Percentage Rate" required under the previous Reference Rate.

The Reference Rate so determined shall be effective for any Billing Cycle that begins in that month. However, the Reference Rate effective for your initial Billing Cycle shall be determined in one of two ways. If your 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 your 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.

Your rate of interest ("Annual Percentage Rate") shall be the Reference Rate plus a "Margin" of ONE & 1/4

(1.25 %) percent for the applicable Billing Cy:le.

Finance Charges will be assessed on a daily basis by upplying 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 your Equity Source Account for each day of the Billing Cycle in which there is an Ou standing Principal Balance.

(E) Interest During the Closed-End Repayment Term You agree to pay interest (a Finance Charge) during the Closed-End Repayment Term on the Outstanding Principal Balance of your Equity Source Account which has not been paid beginning on the day after the Conversion Date and continuing until the full Duestanding Principal Balance has been paid. Your Outstanding Principal Balance at the beginning of the Closed-End Repayment Term is that sum disclosed on the periodic Billing Statement for your One Hundred Twenty First (121st) Billing Cycle as the Outstanding Principal Balance and is referred to herem as the "Initial Closed-End Principal Balance". If you have used Equity Source Account shocks that have not been posted to your account as of the Conversion Date, and those checks are subsequently paid by us, your initial Closed-End Principal balance will be increased on subsequent periodic Billing Statements to reflect such Losne.

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

The "Current Reference Rate" is the most recent Reference Rate available sixty .60) days prior to each "Change Date" (declared before)

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 N argin of ONE & 1/4 (1.25 %) percent. On each succeeding Change Date, we will determine the Current Reference Rate, and the new interest rate will be equal to the Current Reference Rate, plus the Margin of ONE & 1/4 (1.25 %) percent.

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 us, you shall pay to us on the day perceive payments are due under the Agreement until this Mortgage is exhaused, a sum ("funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Mortgage; (b) yearly leasehold payments of ground rents on the property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items we called "empow items." We may estimate the funds due on the basis of current data and reasonable estimates of future excess items.

The fund shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including us if we are such an institution). We shall apply the funds to pay the escrow items. We may not charge for helding and applying the funds, analyzing the account or verifying the accrow items, unless we pay you interest on the funds and applicable law permits us to make such a charge. You and we may agree in writing that interest shall be paid on the funds. Unless an agreement is made or applicable law requires interest to be paid, we shall not be required to pay you any interest or curnings on the funds. We shall give to you, without charge, an annual meaning of the funds showing creates and delate to the funds and the purpose for which each delate to the funds was made. The funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the funds held by us, together with the future monthly payments of funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at your option, either promptly repaid to you or credited to you on monthly payments of funds. If the amount of the funds held by us is not sufficient to pay the escrow items when then, you shall pay to us any amount recessary to make up the deficiency in one or more payments as required by us.

444-035-7392 of G. Agreed Periodic Parant

Filling Cothe, you agree to not on or before the payment due date shown on each periods 13,000gr Then the third that Hilling Cycle. The confusion phyment due is the some of the tone services over a confusion Cyric (1) Bironce Charges (it premiums for Optional Tredit Life and as Described a construction of the contract and charges incurred pursuant to the Agreement free and charges beneated to the College College College College and the property of the second second of the Agreement of the Color of the parallel of the property of the parallel of the par A contract the second of the property of the property of the property of the party of the following and the contract of the party of the contract of the contr twenty free 22's day offer the close of the Billiog Cweb, Daring Sec C. see E. v. 1900 and the payment that data shown on each Periodic Billing stratement a recounting process to the converse pins 1,240th of voice brived Closent-Fod Propried Balance who Drivery of B. Geo. G. B. B. George Bins of Cocile. Form, (If you have used in Equity Songre Account charter here were accounted to the contract of the contract 1.10 aton Dave, as defined in the Agreement, and that cheeft is subsequently placified as proceed to mont, was minimum payment thereviles will include motion to teleth of some terms with the constitution of of the outstanding principal behave after payment of that check that he conserved over the event of the event of Hilling Cycles left in the Closed-End Repayment Torm, no that your recorns so tall, good on the Constant ments by the Matterity Backs.

1D) Antogress During the Breatying Line of Fredit Torns. From Egene France The Principal Statement of the Property Seminary Assessment of the Principal was a few and the Principal Statement of the Princip

The extent interest of annual Preventings Rate 9 will be determined from a first of the and the state of the first probabilities are the state of ains day of each security to gradients in the court takes when appear the second Butter and all a fur and record the trans of headed are not group relief Banks, In the exemt nums their oute rish source if are to probe easily a first to the conwere first in our worth convented to make the income all velippe blade builted langues a new Believens, these that is based upon conjugately internation was also asset in the tenerage Rote result can substantial? It exame "Innuel I's reapper to

45 to 17, mills read to be strated of that therefore it are also amounted will Rand attaction to a court material different ("webs about 600 depend how the court of the court of e neft som era itt allt offinnering), edd to aft næmerfife ndræm dinem annse ad ent **day of the prepeding moreh. It your initial Killang I sche Millang eterne encerned** ment, the Beforence Rate stab be the one deterroined on the first to case. Agreement occurs.

4/1 6 240 War of Your rate of interest ("Anonal Percentusy Rate") shall be the Reference date plants. (2.25 %) percent for the applicable Billings rate

Pinnice Charges will be be seen at one exists I can be amplying the U. in the effective عمر بقو الأثرية العارات Ferrentage Bare applicable to that Hilling Code, divided) estent as a Holb Pouce does for each day birthe Bithing the local which there is an thirsting by the ence of the construction of

IR. Inflorest During the Moned find the payment Team (Vol. 12 on to 200) and Round Linear Trees on the Charles and beautiful and the contract of the co 1-1-6 on the discatter the Copy among their hard concurrency with the 19th the predict frequency for many and 70.24 mil Principal Malance at the beign may be the Cite with his account Term is the constitution of the and shows the distributed The of the 1994 of the Annal Street and the Oak Street Hands and *Initial (Assection) Principal Balarcal', (Lyon boxe us to Equity Source Account as at the Holographic of the same should work that and the second posterior of the same of grand from the same that there is a constant of on authorithment periodic Billing Scaraments to Albert much Lorens

The ration fatores (Annual Personal by the decress of efficient to the edition of the cold to the cold to the cold

Apply the Reference Hate described on the greenest and in Paracaphy (1900) of the control of the control of the Current Reference Record (1900) to the Current Reference Record (1900) to the control of described transports

Uniteday on which the interest rate effective during the Closed-End Henry in a 1 % 25 Tr. 25 4 34 Committed Bigginger (Committee of Change Disc). Introduct each changes thereof it is to be a committee of the the first day of the Cloy deeped Regardent Trem and on the same d.o. of the conference 1000 1.00

The Incores care there can be fire Change Date will be the color cont. Gelocomo its exception to 411 & 200 · t 🖔 25 🤲 persont. In such surgeding Change Units, we will determine the Current Correct to 👉 🐰 N will be equal to the consent Rebrico, which plus the Murgin of z=0 QR $(z=1/4) \cdot (z) \cdot z$

Each new incomst rate will become diffective with each Change Oate, and will be tespered to a compact after that Charge Date.

2. Kundu for Taxon and Insuration. Auditor to applicable law or to the contract of a contract. perfordic psyments an anomalor the Age names and two Mortgaas with a second of the control of th y kominenski protesta se sovjetski se Marijanski posletara se sovjetski se sovjetski se taxon and hasheened to which have become properly over this month, or so so, which is a solution of the property of any of the property of the and the second

agency thichaling us if we are to represent the shell apply the funds to regarded as a second of the control of the control of the funds of the control of t sements services and spristinas no transpose and participations, at tach selt sprisifique brow uni base what are not be to be a control of applicable law permissins to easier such a charge. You and we may exceed revising to a increase that be practed there tanks tarker takens an agreement is under an applicable has requires interest to be paid, we shall not not noted to not not an income of on the binds. We shall give to year without charge, an anunal acceptance of the conand the purpose for which each debit to the funds was rassis. The kience and bug by this Mortgage.

If the amount of the funds held by us, together with the future amnifold has proceed in the court, of the escrew Hears; shall exceed the are ount required to pay the receasi tents whose the escretional County of year convergroupily repaid to vou or condired to you on mouthly parisoned it can be able to be able to the bear and the make an appear RECORDED OF A COUNTY OF THE SAME OF SAME OF SAME AND A COUNTY OF A COUNTY OF A COUNTY OF AN ACCOUNTY OF A COUNTY O as required by asUpon payment in full of all sures secured by this Mortiage, and termination of the Argement, we shall promptly refund to you any funds held by us. If under paragraph 20, the property is sold or acquired by us, we shall apply, no later than immediately prior to the sale of the property or its acquisition by us, any funds held by us at the time of application as a credit against the sums secured by this Mortgage.

The above and foregoing provisions contained in this paragraph 2 relating to payment by you to us of funds in escrow shall be excused so long as you are required on the date hereof, and continue after the date hereof, to make comparable payment of funds in escrow to the holder of a Note secured by a mortgage or similar security agreement on the property, which such mortgage or similar security agreement has priority over this Mortgage. You agree to provide us with proof of payment of such funds in escrow.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by us under the Agreement and this Mortgage shall be applied, first to the Finance Charge stated in your oldest past due periodic Billing Statement, if any, and then (during the Closed-End Repayment Term) to the fraction of the Initial Closed-End Principal Balance due for the same Periodic Billing Statement. Payments will then be applied similarly to Finance Charges and the fraction of the Initial Closed-End Principal Balance due on the next oldest past due statement, and then to successive past due statements, until all past due Finance Charges and the fraction of the Initial Closed-End Principal Balance due are fully paid. The balance of your payments will next be applied to the amounts stated due on the current periodic Billing Statement in the following order: (1) insurance premiums billed and past due; (2) any Annual Fee which is due and payable; (3) any other charge, excluding insurance premiums, authorized by the Agreement; (4) Finance Charges billed but not past due; (5) insurance premiums billed but not yet past due as of the current statement; and (6) payment of any Outstanding Principal Balance. Any balance of payment will be applied to payment of all Finance Charges which accrue after the Periodic Billing Statement date and prior to the date payment was received by us. Any remaining amount will create a credit balance. Charges incurred pursuant to paragraph 7 hereof will be treated as Finance Charges for purposes of application, of payments only.

4. Charges; Lien. You shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any. You shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, you shall pay them on time directly to the person owed payments. You shall promptly furnish to us all notices of amounts to be paid under this paragraph. If you make these payments directly,

you shall promptly furnish to us receipts evidencing the payments.

5. Hazard Insurance. You set all keep the improvements now existing or hereafter erected on the property insured against loss by fire, any hazard included within the term "extended coverage" and any other hazard for which we require insurance. This insurance shall be maintained in the amounts and for the periods that we require. The insurance carrier providing the insurance shall be chosen by you subject to our as proved which shall not be unreasonably withheld.

All insurance policies and renewals and be acceptable to us and shall include a standard mortgage clause. We shall have the right to hold the policies and renewals. If we require, you shall promptly give to us all receipts of paid premiums and renewal notices. 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.

Unless we and you otherwise agree in writing, visurance proceeds shall be applied to restoration or repair of the property damages, if the restoration or repair is economically telestical and our security is not lessened. If the restoration or repair is not economically feasible or our security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to you. If you abandon the property, or do not answer within thirty (30) days a notice from us that the insurance carrier has offered to settle a claim, we may collect the insurance proceeds. We may use the proceeds to repair or restore the property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin when the notice is given.

Unless we and you otherwise agree in writing, any application or receeds to principal shall not extend or postpone the due date of the payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 20, the property is acquired by us, your right to any insurance policies and proceeds resulting from damage to the property prior to the acquisition

shall pass to us to the extent of the sums secured by this Mortgage immediate's prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. You shall not cestron, damage or substantially change the property, allow the property to deteriorate or commit waste. If this Mortgage is on a leasehold, you shall comply with the provisions of the lease, and if you acquire fee title to the property, the leasehold and fee title shall not merge unless we agree to the merger in writing.

7. Protection of our Rights in the Property: Mortgage Insurance. If you fail to pe form the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect our rights in the property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or Regulations), then we may do and fay for whatever is necessary to protect the value of the property and our rights in the property. Our action may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attermeyt fees and entering on the property to make repairs. Although we may take action under this paragraph 7, we do not have to do so.

Any amounts disbursed by us under this paragraph 7 shall become additional debt of yours secured by this Mortgage. Unless you and we agree to other terms of payment, these amounts shall bear interest from the date of disbursement. The rate provided in the Agreement and shall be payable, with interest, upon notice from the to you requesting payment.

If we require mortgage insurance as a condition of making the loan secured by this Mortgage, you shall pay the premiume required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with your and our written agreement or applicable law.

8. Inspection. We or our agent may make reasonable entries upon and inspections of the property. We shall give you notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to us.

In the event of a total taking of the property, the proceeds shall be applied to the sums secured by this Mortgage, whether in not then due, with any excess paid to you. In the event of a partial taking of the property, unless you and we otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the property immediately before the taking. Any balance shall be paid to you.

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 fall to respond to us within thirty (30) days after the date the notice is given, we are authorized to collect and within the property of the sums secured by this Mortgage, whether or not then due.

Unless we and you otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the date of the periodic payments referred to in paragraphs 1 and 2 or change the amount of such payments.

netseins the comedies montgood in this betestient So, including but not innited to rescoustic attorneys, tees and costs of title faithed and not confect all expenses incurred in date specified in the notice, at our option, we may require immediate payment in full of all sums secured by this Mortgage without notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the proceeding the may result in the foreclosure proceeding the monte of a default or any other defense to acceleration and foreclosure. If the default is not cured on or before the the monte of a default or any other defense to acceleration and foreclosure. If the default is not cured on or before the a given to you by which the default must be cured; and (d) that failure to oure the dulanit on or before the date specified in the shall specify, is the default; (b) the setting required, to care, the dete, not less than 30 days from the date the notice mone, in this Mortgage (hut, not prior, to acceleration μισίας paragraph 35 unaless applicable law provides otherwise). The notice and tago well-astion general which the street of the stree declare all sums accured by this idortgage to be immediately due and payable.

of (is) the Erail of 'an jesseport interest of three (8) years of less not containing an option to purchase, we may, at our option, secimity interest for pointshold appliances, (b) a transfer by devise, descent or by operation of law upon the death of a joint tenant, pendilcini presidet in the sirie politing lend titlet, without our prior written consent, excluding (a) the creation of a purchase money or the title holding sines enters into Articles of Agreement for Deed or eny agreement for installment sale of the property or the Reported interest of the Property. If all or any part of the property, or an interest therein is sold or transferred by you or if you the property is assigned, sold or transferred, or if you

tions, that gave us the right to refuse to make further Loans has changed.

"Samily Squice Account, you must notify us in writing it you would like to obtain further loans and can der or strate that the condidefault of say, material, collegation, under the Agreement. If we refuse to make further Loans to you, but do not terminate your noriging ph' our gestillitory Ashick that continuing to make to make the maste and mesoning practice; or (1) you are in many presents us from increasing the Annual Percentage Rate to match one or more increases in the Pelerence Rate; (e) we are mission (all polow 120 percent of your Credit Limit; (d) the cap on the maximum Annual Percent or date provided in the Agree-Rate paralitied by the Agreement or governmental action adversely affects our lien priority (u.'), that the value of our security Mon. Will not. My table, to make the required payments; (c) governmental action precludes us in an abarging the Annual Percentage value, upon, which the Agreement was based; (b) a material change in your financial circum at ances gives us reason to believe that 2524/2919 cross trained a make additional Loams it. (a) the value of your property trops atgnificantly below the appraised passers of the control of the control of the control of the condition of the condition of the control of the control of the condition of the control of the Limity it water the partition of Loans to you after default, but do not terminar your account, you must notify us in writing evente, of a default, we shall have the right to refuse to make additional Lorns to you under the Agreement, treduce your Credit right to berminate your Equity Source Account and declare all sums importing the and owing under the Agreement, in the promiting to accure interest until paid at the rate provided for in the Areament as it no default had occurred. In addition to the other 1999, costa or premiums charged to your account. The principal is at ce outstanding under the Agreement after default shall wented pay immediately the principal balance outstanding, any and ill interest you may owe on that amount, together with all

secured that the year and the Agreement or this Mo. ter &e, we may terminate your Equity Source Account and require Egitifix Source Account; (4) title to your home, the property is transferred as more fully described in paragraph 19 below; or (5) gree give hay telee or meterlely misleading informs for in connection with any Loan to you or in your application for the (2) your scilon or inscient advergely affects our security for the Agreement or any right we may have in that security; (3) you The gaggroup of The occurrence of any or the following events and constitute a default by you under this Mortgage: (I) streaments shell constitute a default under "the Morregage, and we may invoke the remedies specified in puragraph 20 hereoff

🚺 idenced by when the say sunt to me the min' or the coment or the sale of the Security Agreement; such payments or keep such terms, conditions and covenants as provided for in such prior mortgages, trust deeds or security ing specifically, but not limited to timely arting the payments of principal and interest due thereunder. Your failure to make gage, trust deed or similar security that to ent affecting the property which has or may have priority over this Mortgage, include idin Print Morigages. You covered agree to comply with all of the terms and conditions and covenants of any more

ŤÝ Your Copy. You shall be be given one conformed copy of the Agreement and of this Mortgage. without the conflicting provision fo this end the provisions of this Mortgage and the Agreement are declared to be severable. with applicable law, such confict shall not affect other provisions of this Moregage or the Agreement which can be given effect disting in which the prot erty is located. In the event that any provision or clause of this Mortgage or the Agreement conflicts

Coverning to an Crystability. This Mortgage shall be governed by federal law and regulation and the law of the juria-

given as provided in chie paragraph

we designate by need to you. Any notice provided for in this Mortgage shall be deemed to have been given to you or us when se provided in the you designate bin circe to us, Any notice to us shall be given by first class mail to our address stated herein or any other address mail, unless applicable law requires use of another method. The notice shall be directed to the property address or any other address

Any notice to you provided for in this Mortgage shall be given by delivering it or by mailing it by first class Notices reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement. choose to make this retund by reducing the principal owed under the Agreement or by making a direct payment to you. If a refund permitted limit; and (b) any sums already collected from you which exceeded permitted limits will be refunded to you. We may 环 exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan Loan Charges. If the Agreement secured by this Mortgage is subject to a law which sets maximum loan charges, and

Property. without that Mortgagor's consent. Such a Mortgagor is identified below by exacuting this Mortgage as an "Other Owner" of the may agree, to extend, modify, forebear or make any accommodations with regard to the terms of this Mortgage or the Agreement sets! (b) is not bersonelly obligated to pay the sums secured by this Mortgage; and (c) agrees that we and any other Mortgagor

signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the property under the terms of this Mortsgreements shall be joint and several. Any Mortgagor who co-signs this Mortgage but does not execute the Agreement (a) is cogage shall bind and benefit our and your successors and essigns, subject to the provisions of paragraph 19. Your covenants and of or practices the exercise of any right or remedy doing and Several Lability; Co-Signers. The covenants and egiquinents of this More

consend which by you or your successors in interest. Any torbestance by us exercising any right or remedy shall not be a waiver on 196422 to satisfied time for payment or otherwise modify emortization of the sums secured by this Mortguge by reason of any popping of Nome designing infection of interesting the spall and the continuence become become and ances thought the sense of the supplemental by the test of the sense of the 10. You'ld Not Released; Forbesrance by na Not waiver. Extension of the time for payment or modification of amortiza21. Possession. Upon a criculture are raph 21 of avending by 4th property and at any time prior to the expiration of any period of redemption following judicial sale, we fin person, by agent or by judicially appointed receiver) shall be entitled to enter upon take possession of and manage the property and to collect the rents of the property including those past due. Any rents we or the Receiver collect shall be applied first to payment of the costs of management of the property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage.

22. Release. Upon payment of all sums secured by this Mortgage, we shall release this Mortgage without charge to you.

We shall pay any recordation costs.

23. Waiver of Homestead. You waive all right of homestead exemption in the property.

24. Trustee Exculpation. If this Mortgage is executed by an Illinois land trust, trustee executes 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 now or hereafter claiming any right or security hereunder that nothing contained herein or in the Agreement secured by this Mortgage shall be construed as creating any hisbility on the trustee personally to pay said Agreement or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this Mortgage and the agreement secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said Agreement, but this waiver shall in no way affect the personal liability of any individual co-maker or guarantor of the Agreement.

or guarantor of the Agreen	nent.	
Dated: AUGUST 17,	1990	
0	S AN INDIVIDUAL:	Individual Mortgagor KERRY T. HASKINS MINAM HOSUNG Individual Mortgagor MARY ANN HASKING
STATE OF ILLINOIS		Other Owner
COUNTY OF COOK	SS	
I, the undersigned, a KERRY T. HASKINS	AND MARY ANN HASKIN	County, in the State aforesaid. DO HEREBY CERTIFY the
personally known to me thefore me this day in per	o be the same person whose son, and acknowledged that luntary act, for the uses and	am (s) is subscribed to the foregoing instrument, appears THEY signed, sealed and delivered the said instrument purposes therein set forth, including the release and waive day of August. 19 944
Commission Expires:	"OFFICIAL SEAL" Long A. Scarwich Notary Public, State of Illinois My Commission Expires 12/12/92	Notary Public
IP MORTGAGORÍAS A 1	rrust:	76
	not personally but sol	ely as trustee as aforesaid
By: ATTEST:		90414292
Ita	(Title)	9
STATE OF ILLINOIS)) SS	
	. Presi	ounty, in the State aforesald, DO HEREBY CERTIFY that
Secretary, respectively, my the said instrument as the Trustee, for the uses and pi then and there acknowledge seal of said corporation to	spewed before me this day in we free and voluntary act upposes therein set forth, and a that he, as custodian of the c said instrument as his own free for the uses and nurnoses.	person, and acknowledged that they signed and delivered as and as the free and voluntary act of said corporation, as the said Secretary did also orporate seal of said corporation did affix the said corporate se and voluntary act, and as the free and voluntary act of
		Notary Public

Commission Expires:

21. Powessins. Tipon acy footing unter palagraph Goralism Stion of any period of resisancial fallor in Advis adult (inc हैं। स्टूबर शीवन क्राव्य कि शिल्क्स्क the of flate reviews because tled to onter upon take possession of and manage the property and to collect the reuts of the property and unliming those part due Any rents we or the Receiver collect shall be applied first to payment of the costs of man papers of the property and collection of rents, including, but not limited to, receiver's less, premiums on receiver's bonds and reasonable expresses tees, and then to the sums secured by this Morrgage.

- 22. Release. Upon payment of all sums secured by this Mortgage, we shalf refesse this Morrence without charge to you. We shall pay any recordation costs,
 - Waiver of Homestead. You waive all right of homestead exemption in the around v
- Trustee Exculpation. If this Mortguge is executed by an Illinois and tenst, trusteems and a the above eye as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such appropriately provided a neglection of the power and authority conferred upon and vested in it as such a provided and appropriate conferred upon and vested in it as such a provided and appropriate conferred upon and approximately appropriate and approximately approximat stend and acreed by an and by every person now or beweiter cluming any right or converte mergand a trybecoin oran the Agreement secured by this Mortgage shalt be construed as exacing a cylichist and as a said Agreement or any interest that onto accorde thereon, or any indebtedoes wiren by hereafter and either express or implied herein contained, all such liability, if any, being expressly water for their gage and the agreement secured hereby shell be solely against and out of the property herebeckers. provisions hereof and of said Agreement, but this waiver shall in an way affect the personal hisbility of our endividual co-man-

or guaranter of the Agreement. Dated AUGUST 17, 1990 IF MORTGAGOR IS AN INDIVIDUAL: ANN BASKI'S MARY Individual Moregages STATE OF ILLINOIS COUNTY OF COOK I, the undersigned, a Notary Publicen and too said Construction of KERRY T. HASKINS AND MARY ANN BASKINS, BIS WIFE personally known to me to be the same person whose pure X 4H2 before me this day in person, and arknowledged clear as THEIR free and voluntary art, for the uses are Deliver of the right of housestead. Glyen ander my hand and official real, the Nooney Paphs 15 5.33 My Gamma right Frances 12/12/92 Commission Expires: W MORTGAGORSS ATRUST not personally but solely as trustee at algebraic

(Stirle)

STATE OF ILLINOIS

COFFET OF

. I, the undersigned, a Notary Public in and for said County, in the State President and

Secretary, respectively, appeared hefore me this day to person and after the sold instrument as their own free and voluntary note and as the territory

Prustee, for the uses and purposes therein set forth, and the end these and there acknowledge that he, as custodian of the corporate sent of access of said corporation to said instrument as his own free and what as we sail corporation, as Trustee, for the uses and purposes therein on regit.

Given under my hand and official seal, this

			-	
Subbasile.	Ą	· 2.	•	
				,

Commission Expites:

INITIAL REDUCED HATE RIDER FICIAL COPY OF A 1 4 2 9 2 CITIBANCO . EQUITY SOURCE **ACCOUNT®**

This Initial Reduced Rate Rider is made this _____ _____, 19_90 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Equity Source Account Agreement with Citibank, Federal Savings Bank (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2241 CHESTNUT WILMETTE, ILLINOIS 60091

1(D)
Notwithstanding the provisions of paragraph 2130x of the Sourity Instrument, for the First Seven Billing Cycles only, during the Revolving Line of Credit Term, the Margin shall be a representative. For the remainder of the Revolving Line of Credit Term the Margin provided in paragraph (D) of the Security Instrument shall apply, and will be effective for Loans requested thereafter and for the then outstanding Principal Balance in Borrower's Account.

By signing below, Borrower accepts and agrees to the terms and provisions contained in this Initial Reduced Rate **minus one-half percent Riden

Borrower

444~095~7392

Office

UNOFFICIAL COPY

INITIAL REDUCED RATE RIDER EQUITY SOURCE ACCOUNT®

444~095~7392

ты, 17ТН	धीमका शं	This Educat Rate Rider
and is more princed in	6 6 61	AUGUST

Storgage, Deed of Trust or Security these time "Securing that major "Borrower", whecute Bot ower's thank Source vectors has a securi

of the same date and edvering the property described in the

2241 CHESTMOT WILNETTE, ILLINOIS

C 110WIRDI (114WIRDI)

(0)

Notwithstanding the provinces of paragraph xxxx

goods, during the Resolution had set in a Bern to the

Line of Creat Fore the Marting or election paragraph 1888.

Loans requested secreafier and for the their entsignding Principal Balance in

he saying below, Bertower except, and agrees to the co-

्रिग्रामञ्ज

3.632

NEAR T. HASK

BARY ANN HASKINS

CHIBANG