MORTGAGE ACCOUNDOFFICIALS COPY CITIBANG 1444-096-0767

This Instrument was GEORGEAN HOGREWE prepared by: CHICAGO, IL 50603

CHICAGO, IL 60603 Citibante attn: Quality Control 22 W. Madison #300 Chacago, De 60680 COOK COUNTY ILLINOIS
FILED FOR RECORD
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90484321

BOX 169

9THIS MORTGAGE "Mortgage" is made this SEPTEMBER ROSS and HARRIET ROSS, day of WIFE

\$ 17.**15**

between Mortgagor, "ARTIN D. RUSS AND HARRIET RUSS," 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" or "Our").

HADDREY DOGS

THE WEST 1/2 OF LOT 15 IN MAC DONALD'S SUBDIVISION OF PART OF THE SOUTH 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 10, 1912 AS DOCUMENT 5040120, IN COOK COUNTY, ILLINOIS.

90484321

P.I.N. No. 05-06-406-016

which has the address of 239 LINCOLN DRIVE

(street) GLENCOL

0/0/4/5

(city), ILLINOIS 60022 (state and zip code), (herein "rejecty address");

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtuaences, rests, 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.

Covenants. You and we covenant 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.

(B) Line of Credit Loan. This Mortgage secures a Line of Credit Loan Agreement. You will enjoy access to that Line of Credit during the first one hundred twenty-one (121) Billing Cycles assigned to your Account. Each Billing Cycle will be approximately one month. (Your initial Billing Cycle may be less than one month). The Revolving Line of Credit Term of the Agreement is therefore approximately ten (10) years long. You agree 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 secured by this Mortgage is therefore approximately thirty (30) years.

Citibanis, Federal Savings Bank One South Dearborn Street Chicago, IL 60803

UNOFFICIAL COPY INITIAL REDUCED RATE RIDER

INITIAL REDUCED RATE RIDER EQUITY SOURCE ACCOUNT® 444-096-0767 CITIBANCO

This Initial Reduced Rate Rider is made this 27TH	day of
	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 Borro', en's Equity Source Account Agreement with	Citibank, Federal Savings Bank (the "Lender")
of the same date and covering the property described in the Security Inst	trument and located at:
239 LINCOLN DRIVE	
CIENCOE, ILLINOIS	60022
0/	
1(D)	Instrument for the Circl Sough Billian Chales
Notwithstanding the provisions of paragraph 22(10) of the Security	
only, during the Revolving Line of Credit Term, the Margin shall because	
Line of Credit Term the Margin provided in paragraph 2000 of the Securi	ly Instrument shall apply, and will be effective for
Loans requested thereafter and for the then outstanding Principal Balance	e in Borrower's Account.
By signing below, Borrower accepts and agrees to the terms and	provisions contained in this Initial Reduced Rate
Rider.	4
ma la a	*MINUS ONE HALF PERCENT (50%)
(SEAL)	$O_{x_{\alpha}}$
Bqrrower MARTIN D. ROSS	199
H. Aller by Mit Oloth (SEAL)	.00
HARRIET ROSS	

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WITHAL RESERVE SERVE EQUITY ROUSES ACCOUNT ACCOUNT 444-096-0767

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in I for the one hundred twenty-first (121st) Billing 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 necessury 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 husiness day of each month, 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 more than one Reference Rate is published by the Wall Street Journal for any applicable day, the lowest rate so published shall apply. If the event such a Reference Rate ceases to be published by the Wall Street Journal, we will select a new Reference Rate that is hased upon 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 3 ang 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 3 are") shall be the Reference Rate plus a "Margin" of ONE & 1/4 1.25 %) percent for the applicable Billing Cycle.

Finance Charges will be assessed on a daily basis by ar plying 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 Outste ading 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 you Equity Source Account which has not been paid beginning on the day after the Conversion Date and continuing until the full Constanding Principal Balance has been paid. Your Outstanding Principal Balance at the beginning of the Closed-End Repayment 10 m 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 herein as the "Initial Closed-End Principal Balance". If you have used Equity Source Account checks 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 Loans.

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

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 my 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 Morgi 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 periodic payments are due under the Agreement until this Mortgage is released, 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 are called "escrow items." We may estimate the funds due on the basis of current data and reasonable estimates of future escrow 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 holding and applying the funds, analyzing the account or verifying the escrow 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 earnings on the funds. We shall give to you, without charge, an annual accounting of the funds showing credits and debits to the funds and the purpose for which each debit 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 due, you shall pay to us any amount necessary to make up the deficiency in one or more payments as required by us.

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Upon payment in full of all same secured by this Moregago, and termination of the Agreement, 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 cedit balance. Charges incurred pursuant to paragraph 7 hereof will be treated as Finance Charges for purposes of application of payments only

4. Charges: Liep. You shall pay all taxes. assessments, charges, fines and impositions attributable to the property which. may attain priority over the Mortgage, and leasehold payments or ground rents, if any. You shall pay these obligations in the manner provided in paras, san 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 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 stall keep the improvements now existing or hereafter erected on the property insured against loss by fire, any hazard included with a 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 a proval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to us and shall include a standard mortgage clause. We shall have the right to hold the policies and renewals, If wa require, you shall promptly give to us all receipts of paid premiums and renewal notices. In the event of loss, you shall give pronot potice 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, asi rence proceeds shall be applied to restoration or repair of the property damages, if the restoration or repair is economically fear 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. I you abandon the property, or do not answer within thirty (30) days a notice from us that the insurance carrier has offered to settly r colim, 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 of proceeds 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 immedial ely prior to the acquisition.

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

in writing.

7. Protection of our Rights in the Property; Mortgage Insurance. If you fail to perform 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 pay for whatever is necessary to protect the value of the property and our rights in the property. Our action may include paying a sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys 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 at the rate provided

in the Agreement and shall be payable, with interest, upon notice from us to you requesting payment.

If we require mortgage insurance as a condition of making the loan secured by this Mortgage, you shall pay the premiums 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 or 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 ately 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 fail to respond to us within thirty (30) days after the date the notice is given, we are authorized to collect and apply the proceeds, at our option, either to restoration or repair of the property or to 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 due date of the periodic payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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gursting the remedies provided in this paragraph 20, including, but not limited to, ressonable actorneys' lees and costs of title the nonexistence of a default or any other defense to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, at our option, we may require immediate payment in full of all sums secured by this Mortgage without The motice shall further inform you of the right to remarks after acceleration and the right to assert in the foreclosure proceeding spiles may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the property. to given to you, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the soliton and state in the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the action the potice in the motion of the contract of t notice in this Mortgage but not prior to acceleration under paragraph 19 unless applicable law provides otherwisel. The notice Acceleration; Remedies. We shall give notice to you prior to acceleration following your breach of any covenant or

declare all sums secured by this Mortgage to be immediately due and payable. or (c) the grant of any leasehold interest of three (3) years or less not containing an option to purchase, we may, at our option, escurity interest for nousehold appliances, (b) a transfer by devise, descent or by operation of law upon the death of a joint tenant. beneficial interest in the title holding land trust, without our prior written consent, excluding (a) the creation of a purchase money or the title holding trust enters into Articles of Agreement for Deed or any agreement for installment sale of the property or the penelicial interest or any part thereof in any land trust holding title to the property is assigned, sold or transferred, or if you 11. Transfer of the Property. If all or any part of the property, or an interest therein is sold or transferred by you or if

tions, that gave us the right to refuse to make further Loans has changed. Equity Source Account, you must notify us in writing it you would like to obtain further loans and can det restrate that the condidefault of any material obligation under the Agreement. If we refuse to make further Loans to you, but do not terminate your notified by our Regulatory Agency that continuing to make Loans constitutes an unsafe and unsound rectice; or (f) you are in ment, prevents us from increasing the Annual Percentage Rate to match one or more increases in the legience Rate; (e) we are interest falls below 120 percent of your Credit Limit; (d) the cap on the maximum Annual Percent ag, Rate provided in the Agree-Bee permitted by the Agreement or governmental action adversely affects our lien priority in a that the value of our security you will not be able to make the required payments; (c) governmental action precludes us that charging the Annual Percentage value upon, which the Agreement was based; (b) a material change in your financial circums ances gives us reason to believe that besistqqs and woled vinasiling is agont vous property department of selections of sele Hight to Reduce Line of Credit. We may, during the Revolving Line of Credit Term, reduce your Credit Limit or sus-

if you would like to obtain further Loans and can demonstrate that the condition on it led us to the default no longer exists. Limit, If we reluse to make additional Loans to you after default, but do not to not a your account, you must notify us in writing event of a default, we shall have the right to refuse to make additional Louns to you under the Agreement, (reduce your Credit right to terminate your Equity Source Account and declare, all sums into the and owing under the Agreement, in the continue to secrue interest until paid at the rate provided for in the Agreement as if no default had occurred. In addition to the other tosts or premiums charged to your account. The principal Seas contatanding under the Agreement after default shall West to pay the principal balance outstanding, any and il interest you may ow that smount, together with all Ly you are in default under the Agreement or this Mo to ge, we may terminate your Equity Source Account and require

on Non die Equity Source Account; (4) title to your home, the propert, i transferred as more fully described in paragraph 19 below; or [6] gays or give us any false or materially misleading informs from in connection with any Loan to you or in your application for the AS) your action or inaction adversely affects our security for the Agreement or any right we may have in that security; (9) you triaments A vituoes ed, to agagano ed, to triang to memers A en in bru and venom to mus and mehw year of equiter (1) sasastom sina nebum now, yd sinasad a sansasnos liens sanaye gulwollo a to to constructo a dil (e), sinasad a file

agreements shall constitute a default under this Mortgage, and we may invoke the remedies specified in paragraph 20 hereof. 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 asking the payments of principal and interest due thereunder. Your failure to make Fres, trust deed or similar security man or affecting the property which has or may have priority over this Morcgege, includ-To Prior Mortgages. You or ver and agree to comply with all of the terms and conditions and covenants of any mort-

15. Your Copy. You shall be be given one conformed copy of the Agreement and of this Mortgage. with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be geverable. dection in which the protected in the event that any provision or clause of this Mortgage or the Agreement conflicts This Mortgage shall be governed by tederal law and regulation and that edge structure.

given as provided in ch's paragraph. we designate by netice to you. Any notice provided for in this Mortgage shall be deemed to have been given to you or us when signate by course to us. Any notice to us shall be given by first class mail to our address stated herein or any other address in the state of the property and results 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. cequices bilincipal, the reduction will be treated as a partial preparation without any preparation and preparation of the Areement. choose to make this return 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 exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the loan than the loan that the loan than the loan that the loan than the loan that the loan than the loan that the loan than the loan that the loan than the loan than the loan than the loan than the 12. Loss Charges. If the Agreement secured by this Mortgage is subject to a law which sets maximum losn charges and 12. Loss Charges. If the Agreement secured by this Mortgage is subject to the collection with the losn

without that Mortgagor's consent. Such a Mortgagor is identified below by executing this Mortgage as an "Other Owner" of the agree to extend, modify, forebear or make any accommodations with regard to the terms of this Mortgage or the Agreement gage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that we and any other Mortgagor maning this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the property under the terms of this Mort-Several Labratuse on any 18th of the coverance of the cov

ot of Disciples fue exelcise of sun ultur of tempera by you or your successors in interest. Any forbearance by us in exercising any right or remedy shall not be a waiver or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any Mability of your original successor in interest. We shall not be required to commence proceedings against any successor in interest tion of the sums secured by this Mortgage granted by us to any successor in interest of yours shall not operate to release the To You're Not Released; Forbearance by us Not a Waiver. Extension of the time for payment or modification of amortiza-

444-096-0767 r paragrapi. 200 gean donment of the ploperty and at any time prior to the expi-21. Possession. Upon ration of any period of redemption following judicial sale, we (in 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. 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 liability 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

IF MORTGAGOF, IS AN INDIVIDUAL: Individual Mortgagor Individual Mortgagor Individual Mortgagor MARTIN D. ROSS HARRIET ROSS BY MARTIN D. ROSS AS ATTOL IN FACT Other Owner STATE OF ILLINOIS SS COUNTY OF COOK OTHER PROBLEM AND
Individual Mortgagor Individual Mortgagor Individual Mortgagor HARRIET ROSS BY MARTIN D. ROSS AS ATTOM MARTIN D. ROSS AS ATTOM IN FACT Other Owner STATE OF ILLINOIS SS COUNTY OF COOK SS IN FACT Other Owner
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COUNTY OF COOK)
Tabe and a major of a Nation Dublis in and for aid Committee in the Contraction of DO HEDERY GERMANY
I, the undersigned, a Notary Public in and for sold County, in the State aforesaid, DO HEREBY CERTIFY the MARTIN D. ROSS AND HARRIET ROSS, HIS WIFE **
personally known to me to be the same person whose names) is subscribed to the foregoing instrument, appear before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument. The including the release and wait of the right of homestead. Signed of SEPTEMBER 1990
HARRIET ROSS SINGED UNDER POWER OF ATTORNEY
MARTIN D. ROSS AS ATTORNEY IN FACT. MD Notary Public
Commission Expires: # OFFICIAL SEAL BARBARA G. STEWART IF MORTGAGOR IS A PROSTRUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 9/8/93
not personally but solely as trustee as aforesaid
By:
Its (Title)
STATE OF ILLINOIS) SS COUNTY OF) I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY th
Secretary, respectively, appeared before me this day in person, and acknowledged that they signed and deliver the said instrument as their own free and voluntary acts and as the free and voluntary act of said corporation, Trustee, for the uses and purposes therein set forth, and the saidSecretary did al then and there acknowledge that he, as custodian of the corporate seal of said corporation did affix the said corporate of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act said corporation, as Trustee, for the uses and purposes therein set forth. Given under my hand and official seal, this
Notary Public
Commission Expires:

444-096-0767 supposed of soling and type in the fill of Altennes Mada in externa lectulos q the some of the project, he inding chare must due. e toppedan into our electropic mediamin in<mark>tra 63 held</mark> Any ranes we written the court of a court by applied here, or calemant of the court of manufactured in the property was collection. to mental base and the property of the control of t mer or expended the third with a control with the control with the control of the 23. A show or three-rank is a common street of the common street of the property passes on the state of the stat colors of contact of the contact of bushes a guidana balanchara and guarant an thin you garantee off a discover and the second of was a relative seems were the cideral and and the contract of

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Commission Expired