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MORTGAGE PREFERRED LINE

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One South Dearborn Street Chicago, Illinois 60603

AS 175 SD

Account No. 902620958510

THIS MORTGAGE ("Mortgage") is made this 23th day of October 1990

between Mortgagor Rudy R. Rodriguez and Cheryl A. Rodriguez His Wife (herein "you," "your" or "ours" 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")

WHEREAS, Rudy R. Rodriguez, and Cheryl A. Rodriguez is (are) indebted to us pursuant to a Preferred Line (herein "Account") Agreement(s) of even date herewith, in the principal sum of U.S. \$ 10,000.00 (Borrower's "Credit Limit") or so much of such principal as may be advanced and outstanding, with interest thereon, providing for periodic payment of principal of 1/60th of the principal balance outstanding and unpaid as of the date of the most recent payment made thereunder, interest, optional credit life and/or disability insurance premiums, and miscellaneous fees and charges for 10 years from the date hereof, all such sums, if not sooner paid, being due and payable ten (10) years from the date of the "Maturity Date"

and so long as the repayment of the indebtedness evidenced by the Agreement with interest thereon, the payment by you of sums with interest thereon advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of you herein contained, (b) the repayment of any future advances, with interest thereon, made by us pursuant to paragraph 7 hereof of such advances pursuant to paragraph 7 hereof of principal made by us, (c) the loans being referred to as "future advances" in certain Loans Advances of principal after the date hereof as stated in the Agreement (it being the intention of you and us that all such Loans made after the date hereof enjoy the same priority and security as if all such Loans had been made on the date hereof), and (d) the performance of the covenants and agreements under this Mortgage and the Agreement secured hereby. For this purpose, you do hereby grant, create, confirm, and warrant (unless you are an Illinois Land Trust in which case you mortgage, grant, convey and quit claim) the real estate described as "Property" located in the County of Cook and State of Illinois

LOT 12 IN BLOCK 2 IN COR. AND MCKINSON'S 3RD STREET AND KEDZIE AVENUE SUBDIVISION OF THE WEST 1/2 OF THE SOUTH 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

Map No. 19-13-302-034

PROPERTY ADDRESS 5942 South Whipple Chicago, Illinois 60629

You warrant that you are lawfully seized of the title hereby conveyed and have the right to mortgage, grant and convey Property and that the Property is unencumbered, except for encumbrances of record. You, unless you are an Illinois land owner, warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Covenants. You and we covenant and agree as follows:

1. Payment of Principal and Interest. You shall promptly pay when due by the terms of the Agreement the principal and interest accrued on the indebtedness evidenced by the Agreement, together with any other fees, charges or premiums provided by the Agreement or by this Mortgage.

2. Line of Credit Loan. This Mortgage secures a Line of Credit Loan Agreement. You will enjoy access to that Line of Credit during the term hereof.

3. Agreed Periodic Payments. During the term hereof, you agree to pay on or before the payment due date shown on periodic Billing Statement the Minimum Payment Due for that Billing Cycle (each Billing Cycle will be approximately one month; the payment due date for each Billing Cycle is approximately twenty five (25) days after the close of the Billing Cycle). From the Maturity Date, you still owe amount under the Agreement, you will pay those amounts in full on the Maturity Date.

4. Finance Charges. You agree to pay interest or Finance Charge on the Outstanding Principal Balance of your Credit Line Account as determined by the Agreement. You agree to pay interest at the Annual Percentage Rate of 11.000%.

5. Application of Payments. Unless applicable law provides otherwise, all payments received by us under the Agreement and this Mortgage shall be applied as provided in the Agreement. Charges incurred pursuant to paragraph 7 hereof shall be treated as Finance Charges for purposes of application of payments only.

6. Charges; Liens. You shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach pursuant to this Mortgage, and household payments or ground rents, if any. You shall promptly furnish to us appropriate receipts for such payments.

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 any amount owed by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering 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. If 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.

8. Borrower Not Released; Forebearance by Us Not a Waiver. Extension of the time for payment or modification or substitution of the sums secured by this Mortgage granted by us to any successor in interest of yours shall not operate to release the liability of the original Preferred Account Holder's or your successor in interest. We shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Account Holder or Account Holder's successor in interest. Any forbearance by us in exercising any right or remedy shall not be a waiver of or preclude the exercise of our right or remedies.

9. Successor and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of you and us, subject to the provisions of paragraph 12. Your covenants and agreements shall be joint and several. Any Mortgagor who co-signs this Mortgage but does not execute the Agreement, is consenting to this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the Property under

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

10. Prior Mortgages. You covenant and agree to comply with all of the terms and conditions and covenants of any existing, trust deed or similar security instrument affecting the Property which has or may have priority over this Mortgage, including specifically, but not limited to, timely making the payments of principal and interest due thereunder. Your failure to make such payments or keep such terms, conditions and covenants as provided for in such prior mortgages, trust deeds or similar agreements shall constitute a default under this Mortgage, and we may invoke the remedies specified in paragraph 14 hereof.

11. Default.

(a) The occurrence of any of the following events shall constitute a default by you under this Mortgage: (1) failure to pay to lender (a) any sums of money due under the Agreement or pursuant to this Mortgage; (2) your action or inaction adversely affecting our security for the Agreement or any right we may have in that security; (3) you gave or give us any false or materially misleading information in connection with any Loan to you or in your application for the Preferred Line Account; (4) title to or possession of the Property is transferred as more fully described in paragraph 12 below; or (5) any of you die.

(b) If you are in default under the Agreement or this Mortgage, we may terminate your Preferred Line Account and require you to pay immediately the principal balance outstanding, any and all interest you may owe on that amount, together with all other fees, costs or premiums charged to your account. The principal balance outstanding under the Agreement after you fail to pay shall continue to accrue interest until paid at the rate provided for in the Agreement as if no default had occurred. In addition, we have the right to terminate your Preferred Line Account and declare all sums immediately due and owing under the Agreement at the time of default. We shall have the right to refuse to make additional Loans to you under the Agreement once your credit limit is used. If we refuse to make additional Loans to you after default, but do not terminate your account, you must notify us in writing if you would like to obtain further Loans and can demonstrate that the condition that led to the default no longer exists.

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

13. Right to Reduce Line of Credit. We may reduce your Credit Limit or suspend your credit privileges (refuse to make additional Loans) if (a) the value of the your Property drops significantly below the appraised value upon which the amount was based; (b) a material change in your financial circumstances gives us reason to believe that you will not be able to make the required payments; or (c) governmental action precludes us from charging the Annual Percentage Rate permitted by law. If we reduce your Credit Limit, or we are notified by a Regulatory Agency that continuing to make Loans constitutes an unsafe consumer practice, or if you are in default of any material obligation under the Agreement. If we refuse to make further Loans, but do not terminate your Preferred Line Account, you must notify us in writing if you would like to obtain further Loans and can demonstrate that the conditions that gave us the right to refuse to make further Loans has changed.

14. Acceleration; Remedies. Upon a Default by you under this Mortgage, we, at our option, may require immediate payment in full of all sums secured by this Mortgage, without further demand and may foreclose this Mortgage by judicial action. We shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 14, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

Witness my hand and official seal, this 10th day of October, 1993.

MORTGAGOR Rudy E. Rodriguez

MORTGAGOR Cheryl A. Rodriguez

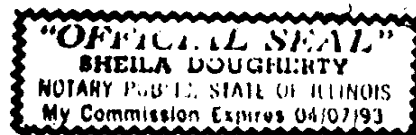
Notary Public, State of Illinois
 County of Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Rudy E. Rodriguez, Cheryl A. Rodriguez, personally known to me to be the same person whose names are 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 10th day of October, 1993.

Sheila Dougherty
 Notary Public

Commission Expires 04/07/93



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