

90133120

This Instrument was
prepared by: GINNY GILMARTIN

RECEIVED RECORDING WIRELESS \$16.25
TR22227 MRRN 0910 03/26/90 15 13 00
#2036 # B * 90-133120
COOK COUNTY RECORDER

A BACHELOR
THIS MORTGAGE ("Mortgage") is made this 16TH day of MARCH,
19 90 between Mortgagor, JACK KANUK AND RICHARD W FOSTER, A BACHELOR
(herein "You," "Your" or "Yours") and the Mortgagee, Citicorp Savings of Illinois, a Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States, whose address is One South Dearborn Street, Chicago, Illinois 60603 (herein "We," "Us" or "Our").

WHEREAS, JACK KANUK & RICHARD W FOSTER is (are) indebted to us pursuant to an Equity Source Account Agreement ("Agreement") of even date hereof, additionally secured, if appropriate, by a Security Agreement and Collateral Assignment of Beneficial Interest in the land trust holding title to the property ("Security Agreement"), in the principal sum of U.S. \$ 150,000.00 (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, optional credit life and/or disability insurance premiums, and miscellaneous fees and charges for twenty (20) years; all such sums, if not sooner paid, being due and payable approximately thirty (30) years from the date hereof (the "Maturity Date").

To secure to us (a) the repayment of the indebtedness evidenced by the Agreement, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants, and agreements herein contained in this Mortgage, and (b) the repayment of any future advances, with interest thereon, made to you by us pursuant to paragraph 7 hereof, (such advances pursuant to paragraph 7 hereof of principal made after the date hereof being referred to as "future advances"), and (c) any "Loans" (advances of principal after the date hereof) as provided for in the Agreement (it being the intention of us and you that all such Loans made after the date hereof enjoy the same priority and security hereby created as if all such Loans had been made on the date hereof); and (d) the performance of 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 trust, in which case you mortgage, grant, convey and quit claim) to us the following described property located in the County of COOK and State of Illinois:

LOT 28 IN SUBDIVISION OF BLOCK 2 IN SUBDIVISION OF THE SOUTH ONE-HALF (1/2) OF BLOCK 3 IN SHEFFIELD'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF SECTIONS 29, 30, 31 AND 32, IN TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

90133120

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P.I.N. No. 14-32-210-030

which has the address of 920-W WEBSTER (street)
(city), CHICAGO, ILLINOIS 60614 (state and zip code), (herein "property address");

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

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:

I. (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.

~~CONFIDENTIAL~~
2009-00000000000000000000000000000000

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from the confidential office of 2009-00000000000000000000000000000000
Cook County Clerk's Office

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MAY 2013
COOK COUNTY CLERK'S OFFICE
CHICAGO, ILLINOIS

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If the amount of the funds held by us, together with the funds held by our other clients, exceeds the amount of cash available to pay to you or exceed the amount necessary to meet your demand, we will pay you the amount received from us on account of the amount of cash available to us, and you will be entitled to receive payment of the amount of cash available to us on account of the amount of cash held by us.

2. Funds for Taxes and Insurance. Subject to applicable laws and regulations of the State of California, we will pay to you the amount of taxes and insurance held by us, together with the amount of cash available to us on account of the amount of cash held by us.

The funds held by us shall be held in an escrow account for the benefit of the client who holds the funds.

3. Funds for Taxes and Insurance. We may accept bills of exchange and promissory notes, checks, money orders and other instruments of value, if any; (a) generally insurance premiums; (b) generally telephone, gas, electric and water bills; (c) generally taxes; (d) generally bills of exchange and promissory notes of future dates; (e) generally bills of exchange and promissory notes of future dates.

The funds held by us shall be deposited in an escrow account for the benefit of the client who holds the funds.

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Case No. 00-00000000000000000000000000000000

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If you file a motion, you will receive a copy of the original copy. You will receive a copy of the original copy if you file a motion in the appropriate court.

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g. **Съдебният институт**, едноподразделен от съдът на място.

B. Inspection. We are to inspect the following:

11 we received a message from our agent in London, that the
"Athenaeum" had been sold.

բարեկարգ պատճեններում առաջ գտնվել է այս տարրը՝ պատճենի առաջնահատ մասը:

Տարբերակը պահպանվում է ՀՀ օրենսդրության մեջ՝ առաջին անգամ՝ 2007 թվականի մայիսի 2-ին՝ առաջարկությունը ընդունվելու օրը:

απορείαν την οποίαν πάλι θέλει να αποτελέσει σημαντικό πόνο για την επόμενη περίοδο.

επιτίθεται στην πόλη της Αθήνας, με την αποτέλεσμα την επίτευξη της απότομης κατάργησης της απαραίτητης πολιτικής που διατηρείται από την πολιτική κοινωνία.

εργασία του πατέρα της, ο οποίος ήταν από τους πρώτους που συνέβαλλαν στην επανάσταση της Ελλάς.

Chancery. You have been in the service of the Queen for many years, and you have done your duty well. Your services are now no longer required, and you are free to leave the service. We thank you for your hard work and dedication, and we wish you all the best in your future endeavors.

Chargées avec lesquelles se retrouvent après la mort de l'animal. Ces dernières sont destinées à servir de preuve dans les procédures judiciaires.

and will likely undergo significant changes over time. This study provides a baseline for future research and can help inform policy decisions related to climate change adaptation.

οι παραπάνω ρυθμοί αποτελούν την κατάσταση της πόλης, με οποιαδήποτε σημασία να πρέπει να διατηρείται στην πόλη για την επιτήρηση της αρχαίας πολιτικής της.

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10. You're Not Relieved, Pursuant to Any Note or Waiver. Extension or the time of payment or modification of amortization 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 your original 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 you or your successors in interest. Any forbearance by us in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successor and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Mortgage shall bind and benefit our and your successors and assigns, subject to the provisions of paragraph 19. Your covenants and agreements shall be joint and several. Any Mortgagor who co-signs this Mortgage but does not execute the Agreement: (a) is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the property under 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.

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

13. Notices. Every notice to you provided for in this Mortgage shall be given by delivering it or by mailing it by first class mail, unless applicable law requires use of another method. The notice shall be directed to the property address or any other address you designate by notice to us. Any notice to us shall be given by first class mail to our address stated herein or any other address we designate by notice to you. Any notice provided for in this Mortgage shall be deemed to have been given to you or us when given as provided in this paragraph.

14. Governing Law; Severability. This Mortgage shall be governed by federal law and regulation and the law of the jurisdiction in which the property is located. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision. To this end, the provisions of this Mortgage and the Agreement are declared to be severable.

15. Your Copy. You shall be given one conformed copy of the Agreement and of this Mortgage.

16. Prior Mortgages. You covenant and agree to comply with all of the terms and conditions and covenants of any mortgage, trust deed or similar security instrument affecting the property which has or may have priority over this Mortgage, including specifically, but not limited to, timely making all 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 security agreements shall constitute a default under this Mortgage, and we may invoke the remedies specified in paragraph 20, hereof.

17. Default. (a) The occurrence of any of the following events shall constitute a default by you under this Mortgage: (1) failure to pay, when due any sum of money due under the Agreement or pursuant to this Mortgage, or the Security Agreement; (2) your action or inaction adversely affects our security for the Agreement or any right we may have in that security; (3) you give or give us any false or materially misleading information in connection with any loan to you or in your application for the Equity Source Account; (4) title to your home, the property, is transferred as more fully described in paragraph 19 below; or (5) any of you die.

(b) If you are in default under the Agreement or this Mortgage, we may terminate your Equity Source 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 default shall continue to accrue interest until paid at the rate provided for in the Agreement as if no default had occurred. In addition to the right to terminate your Equity Source Account and declare all sums immediately due and owing under the Agreement, in the event of a default, we shall have the right to refuse to make additional Loans to you under the Agreement, (reduce your Credit Limit). 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 us to the default no longer exists.

18. Right to Reduce Line of Credit. We may, during the Revolving Line of Credit Term, reduce your Credit Limit or suspend your credit privileges (refuse to make additional Loans) if: (a) the value of your property drops significantly below the appraised value upon which the Agreement was based; (b) a material change in our financial circumstances gives us reason to believe that you will not be able to make the required payments; (c) governmental action precludes us from charging the Annual Percentage Rate permitted by the Agreement or governmental action adversely affects our lien priority such that the value of our security interest falls below 120 percent of your Credit Limit; (d) the cap on the maximum Annual Percentage Rate provided in the Agreement prevents us from increasing the Annual Percentage Rate to match one or more increases in the Reference Rate; (e) we are notified by our Regulatory Agency that continuing to make Loans constitutes an unsafe and unsound practice; or (f) you are in default of any material obligation under the Agreement. If we refuse to make further Loans to you, but do not terminate your Equity Source 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.

19. Transfer of the Property. If all or any part of the property, or an interest therein is sold or transferred by you or if the 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 enters into Articles of Agreement, or 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 purchase money 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 household interest of three (3) years or less, not containing an option to purchase, we may, at our option, declare all sums secured by this Mortgage to be immediately due and payable.

20. Acceleration; Remedies. We shall give notice to you prior to acceleration following your breach of any covenant or agreement in this Mortgage (but not prior to acceleration under paragraph 10 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is 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 notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the property. The notice shall further inform you of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding 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 further demand and may foreclose this Mortgage by judicial proceeding. We shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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21. Possession. Upon acceleration under paragraph 20 or if nonpayment of the property and at any time prior to the expiration of any period of redemption following judicial sale, we in person, by agent or by lawfully appointed receiver shall be entitled to enter upon 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 recording costs.

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

24. Trustee Exemption. 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 or guarantor of the Agreement.

Dated: MARCH 16, 1990

IF MORTGAGOR IS AN INDIVIDUAL:

JACK KANUK
Individual Mortgagor JACK KANUK

RICHARD W. FOSTER
Individual Mortgagor RICHARD W. FOSTER

Other Owner

STATE OF ILLINOIS)
COUNTY OF Du Page) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JACK KANUK, A BACHELOR AND RICHARD W. FOSTER, A BACHELOR, personally known to me to be the same person whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and 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 16 day of March, 1990.

"OFFICIAL SEAL"

SHIRLEY M. CICHON

Notary Public, State of Illinois

My Commission Expires: 2/26/94

Shirley M. Cichon
Notary Public

IF MORTGAGOR IS A TRUST:

not personally but solely as trustee as aforesaid

By: _____ (TR)

ATTEST:

Its _____ (Title)

STATE OF ILLINOIS)
COUNTY OF) SS

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

Given under my hand and official seal, this _____ day of _____, 19 _____.
90133120

Notary Public

Commission Expires: _____

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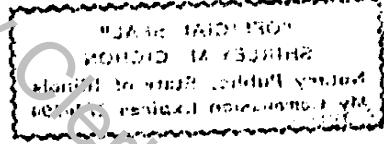
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EQUITY SOURCE

ACCOUNT

Initial Reduced Rate Rider

444-094-3466

90133120
CITICORP
SAVINGS

Corporate Office
One South Dearborn
Chicago, Illinois 60603
Telephone (312) 977-5000

This Initial Reduced Rate Rider is made this 16th day of
MARCH, 1990, 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 Citicorp Savings of Illinois, A Federal
Savings and Loan Association (the "Lender") of the same date and covering the property described in the Security
Instrument and located at:

920 W WEBSTER
CHICAGO, ILLINOIS 60614

90133120

Notwithstanding the provisions of paragraph 2(D) of the Security Instrument, for the First Seven Billing Cycles only,
during the Revolving Line of Credit Term, the Margin shall be zero percent (0%). For the remainder of the Revolving
Line of Credit Term the Margin provided in paragraph 2(D) of the Security Instrument shall apply, and will be effec-
tive 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
Rider.

JACK KANUK (SEAL)
Borrower JACK KANUK

RICHARD W. FOSTER (SEAL)
Borrower RICHARD W. FOSTER