

MORTGAGE
EQUITY SOURCE ACCOUNT™
444-094-2434

90197177 UNOFFICIAL COPY

CITIBANK®

Bank, Federal Savings Bank
One South Dearborn Street
Chicago, IL 60603

RETRN TO: CITIBANK, COOK COUNTY, ILLINOIS
This Instrument was FILED FOR RECORD
prepared by: APRIL CRAWFORD
22 W MADISON - 1 PM 2:28
CHICAGO, IL 60602

90197177

BOX 169

1990 THIS MORTGAGE ("Mortgage") is made this 23RD day of APRIL \$17.00
between Mortgagor, MARY THERESE RYAN, UNMARRIED, HAVING NEVER BEEN MARRIED
(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, 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. \$ 15,000.00, (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:

UNIT NUMBER 1-25-45-L-B-2 IN LEXINGTON COMMONS COACH HOUSE CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF A PARCEL SEE ATTACHED RIDER FOR COMPLETE LEGAL MORTGAGOR FURTHERMORE EXPRESSLY GRANTS TO THE MORTGAGEE ITS SUCCESSORS AND ASSIGNS AS RIGHTS AND EASEMENTS APPURTEANANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION AND ALL OTHER RIGHTS AND EASEMENTS OF RECORD FOR THE BENEFIT OF SAID PROPERTY. THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

P.I.N. No. 03 03 - 100 054 - 146

which has the address of 1168 NORTHBURY LANE (street) WHEELING (city), ILLINOIS 60090 (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:

1. (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.

UNOFFICIAL COPY

S E C R E T

00.VT\$

Property of Cook County Clerk's Office

UNOFFICIAL COPY

(C) Agreed Periodic Payment. During the Revolving Line of Credit Term and 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 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 1/20th 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 (G) 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 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. In the event such a Reference Rate ceases to be published by the Wall Street Journal, we will select a new Reference Rate that is based 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 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
+ * % for the applicable Billing Cycle. * 1.25%

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

(E) Interest During the Closed-End Repayment Term. 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 Outstanding 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 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 Term will be determined and will vary based 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", (defined below).

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

The interest rate effective on the first Change Date will be the Current Reference Rate plus a Margin of *% (* %) 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 *% (* %) percent. * 1.25% ** ONE & 1/4

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.

UNOFFICIAL COPY

With all of these findings in mind, it is clear that the relationship between the two variables is complex and multifaceted. While there is a significant positive correlation between the two variables, this does not necessarily mean that one variable causes the other. It is also important to note that the relationship between the two variables may vary depending on the specific context or population being studied. Future research should continue to explore the complex relationships between mental health and academic performance, and to identify the specific mechanisms through which mental health may impact academic outcomes.

Property of the State of Florida

Impact of the MPC on the "single-factor" approach to valuation: The effect of the MPC on the "single-factor" approach to valuation is shown in Figure 10-10.

County Clerk

Verkäufer und Käufer sind verpflichtet, die gesetzlichen Bestimmungen des Abschlusses eines Kaufvertrags zu beachten.

and to you & all others, than I do, in this interesting business, the thanks of my heart.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED BY SOURCE

¹³ This is also true of the 1990s, as discussed in the following section.

synthesis of the glucose moiety is more or less unique to the plant kingdom, but it was also found in the algal genus *Chlorococcum* (10). The synthesis of the glucose moiety of hemicellulose by plants seems to involve two different pathways. One pathway is the well-known glucomannan pathway involving the conversion of glucose to the sugar alcohols xylitol and arabitol (11). The other pathway involves the synthesis of xylose, which may then be used to form xylans or xylomannans. The latter pathway appears to be widespread among plants, while the former pathway seems to be limited to the grasses and some other families of monocots. The synthesis of glucose from xylose is catalyzed by a glucose synthase, which has been shown to contain a nucleic acid component (12). The glucose synthase of *Hordeum vulgare* has been found to be a membrane-bound protein (13). The synthesis of glucose from xylose is catalyzed by a glucose synthase, which has been shown to contain a nucleic acid component (12). The glucose synthase of *Hordeum vulgare* has been found to be a membrane-bound protein (13).

Finally, only after all the work, did we get back to a functioning software. We had to take a break and go to the pub for a few hours to recharge our batteries.

UNOFFICIAL COPY

Upon payment in full of all sums secured by this Mortgage, or to the date of termination of this Agreement, we shall promptly refund to you any funds held by us, if unexpended, up to the date of termination of this Agreement, or 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.

Application of Payments: Unless applicable law provides otherwise, all payments received by us under this 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.

Charges, Liens, etc. You shall pay all taxes, assessments, charges, fees and impositions attributable to the property which may attain priority of or this Mortgage, and household payments at ground rent, 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 owing 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, or copies hereof, for your records. The period for applying the

Hazard Insurance: You shall 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 approval 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 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, insurance proceeds shall be applied to restoration or repair of the property, damages. If the restoration or repair is economically feasible 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 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. 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 immediately upon the acquisition.

Preservation and Maintenance of Property; Lienholding: You shall not destroy, 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 require fee title to the property, the household and fee title shall be merged unless we agree to the merger in writing.

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 sum 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, but we may do so if we choose.

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, those 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, unless it is otherwise agreed.

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. You shall be liable for all premium and other charges required to be paid to the insurance company. 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. You shall make the property available.

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, unless we otherwise agree, or unless we are entitled to compensation for the loss of the property in the amount of one-half of the value of the property taken.

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 before the taking. Any balance shall be paid to you, plus entry to the deterioration in fair market value during the period of time between the date of the partial taking and the date of the total taking.

If you abandon the property, unless, after notice by us to you, that the condemner 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 required by this Mortgage, whether or not then due. We may take action in our discretion to collect the proceeds of the insurance policy or the proceeds of any other insurance. 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 due to us before the date of the partial taking.

UNOFFICIAL COPY

14. Governing Law / Dispute Resolution. This MasterAgreement shall be governed by and construed in accordance with the laws of the State of California.

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

12. **Laws Challenged.** If the Agreements so-called by the Arbitrators is submitted to a law which is in contravention of another law or if it is in contravention of the principles of justice and equity, then (a) any such loan charged shall be reduced by the amount necessary to be deducted to the collection of the principal amount due to you. (b) any sum already collected from you which exceeded the amount due to you will be reduced to the amount due to you. (c) any sum already collected by the Arbitrators shall be deducted from the amount due to you to be collected in connection with the loan.

1-1. Successor and Assignee Bound; General Liability; C-Signee; The Government and Agreements of the Motor Proprietor.

1-2. Proprietor can exercise or may right of remedy.

1-3. Successor and Assignee are and your successors and assigns, subject to the provisions of paragraph 12. Your covanants under paragraph 13 and bonds and covenants shall be joined and severable and assented to the provisions of paragraph 12.

1-4. Successor and Assignee, C-Signee, the Government and Agreements of the Motor Proprietor.

10. You're Not Relegated; You'reearmarked by us Not a Waller. Extension of the time for payment or modification of amortization of the sums received by this Mortgagor 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 of this Mortgagor by reason of any refusal to extend time for payment or mortgagee in integrating. Any foreclosure by us in exercising any right or remedy which may be available

UNOFFICIAL COPY

UNOFFICIAL COPY

21. Possession. Upon acceleration under paragraph 20 or upon default 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 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 us 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: APRIL 23, 1990

IF MORTGAGOR IS AN INDIVIDUAL:

Mary Therese Ryan
Individual Mortgagor MARY THERESE RYAN

Individual Mortgagor

Other Owner

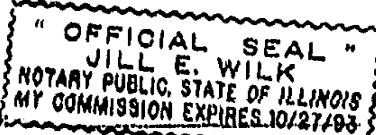
STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for ~~the~~ County, in the State aforesaid, DO HEREBY CERTIFY that
MARY THERESE RYAN, UNMARRIED, HAVING NEVER BEEN MARRIED

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 HE, SHE signed, sealed and delivered the said instrument as HIS/HER 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

23rd day of April, 1990



~~Netanya Public~~

Commission Express

IF MORTGAGOR IS A TRUST:

not personally but solely as trustee as aforesaid

By: _____ (Title)

ARREST:

169 (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 that
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____.

Notary Public

Commission Expires: _____

UNOFFICIAL COPY

estrogenic cell in configuration to a normal female cell, and it was observed that the estrogenic cell had a very similar size and shape to the normal female cell. The estrogenic cell contained a nucleus and cytoplasm, and it was observed that the estrogenic cell had a very similar size and shape to the normal female cell. The estrogenic cell contained a nucleus and cytoplasm, and it was observed that the estrogenic cell had a very similar size and shape to the normal female cell.

Proprietary **Information** **Not** **For** **Public** **Release**

Property of
Longfellow Library
1996.0001.001

and YOUNG VISIONS, a think tank created and run by a group of young people from around the world who have been invited to work on projects in various countries.

A rectangular stamp with a decorative border containing the text "JAMES JAMES" and "MAY 2011".

S Office

University of California, Berkeley, California

19. 10. 1944
LUDVÍK VÍŠEK
Praha

Walter Lippmann

EQUITY SOURCE
ACCOUNT

UNOFFICIAL COPY

CITIBANK

Citibank, Federal Savings Bank

Condominium Rider
444-094-2434

THIS CONDOMINIUM RIDER is made this 23 RD day of APRIL, 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:

1168 NORTHBURY LANE, WHEELING, ILLINOIS 60090

(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

LEXINGTON COMMON COACH HOUSE

(Name of Condominium Project)

(the "Condominium Project") if the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Paragraph 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on Property; and

(ii) Borrower's obligation under Paragraph 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Paragraph 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate provided in the Equity Source Account Agreement and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

MARY THERESE RYAN
MARY THERESE RYAN - Borrower

- Borrower

- Borrower

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

RIDER - LEGAL DESCRIPTION

0197177

UNIT NUMBER 1-25-45-L-B-2 IN LEXINGTON COMMONS COACH HOUSE CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF A PARCEL OF LAND BEING A PART OF THE WEST 1/2 OF THE WEST 1/2 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF MC HENRY ROAD, IN COOK COUNTY, ILLINOIS (HEREINAFTER REFERRED TO AS "DEVELOPMENT PARCEL"), PORTIONS OF WHICH DEVELOPMENT PARCEL ARE DESCRIBED AS BEING LEXINGTON COMMONS UNIT 1 SUBDIVISION AND LEXINGTON COMMONS UNIT 2 SUBDIVISION, BEING SUBDIVISIONS OF PART OF THE NORTHEAST 1/4 OF SECTION 3, AFORESAID, ACCORDING TO THE PLATS THEREOF RECORDED JULY 28, 1978 AS DOCUMENT 24,557,904, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM MADE BY CENTRAL NATIONAL BANK IN CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 22718, RECORDED DECEMBER 11, 1978 AS DOCUMENT 24,759,029 AS AMENDED FROM TIME TO TIME, TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTEnant TO SAID UNIT AS SET FORTH IN SAID DECLARATION AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATIONS AS SAME ARE FILED OF RECORD PURSUANT TO SAID DECLARATION, AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS, AS SUCH AMENDED DECLARATIONS ARE FILED OF RECORD, IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATIONS, WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF SUCH AMENDED DECLARATIONS.

THIS RIDER IS ATTACHED TO AND MADE A PART OF THIS MORTGAGE DATED APRIL 23, 1990 A.D..

90197177

DPS 049

UNOFFICIAL COPY

Property of Cook County Clerk's Office

DO NOT REPRODUCE THIS COPY WITH A MICROFILM OR SCANNER OR MAKE COPIES OF IT.