MORTGAGE
EQUITY SOURCE ACCOUNDED TO THE LOCAL COLPAYS 8 CITIBANGE 444-094-7674

This Instrument was

prepared by:

THE DASKS (SOLETING

MICHAELINE WOLOWIEC CHICAGO, IL 60603

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THIS MORTGAGE, "Mortgage") is made this 2ND day of AUGUST

19\_90 between Mortgagor, WILLIAM J. SADLER AND MARIANN B. SADLER, 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"). WILLIAM J. SADLER AND

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 trist, in which case you mortgage, grant, convey and quit claim) to us the following described property located in the County of COCK.

LOT 16 IN ARTHUR T. MC INTOSH AND COMPANY'S PHEASANT HILLS OF

LOT 16 IN ARTHUR T. MC INTOSH AND COMPANY'S PHEASANT HILLS OF INVERNESS A SUBDIVISION OF PARTS OF SECTIONS 20 AND 21, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED DECEMBER 22, 1967 AS DOCUMENT NUMPER 20362098, IN COOK COUNTY, ILLINOIS.

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DEPT-01 RECORDING

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  - COOK COUNTY RECORDER

P.I.N. No. \_\_02-20-400-011

which has the address of 1968 PRESTWICK DRIVE (street) INVERNESS (city), ILLINOIS 60067 (state and zip code), (herein '7,0) erty address');

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

Citibank, Federal Savingu Bank One South Dearborn Street Chicago, IL 60603

### 444-094-7674

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MICHAELINE WOLOWIEC CHICAGO, IL 60603

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COOK COUNTY, ILLINOIS.

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COOK COUNTY RECCEDER

02-20-400-011

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Juring the Levelying She D Crafit Term in 11st the Sone 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 1/240th 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 Palance, 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 mont's, 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 "o the event such a Reference Rate ceases to be published by the Wall Street Journal, we will select a new Reference Rate the is based upon comparable information, and if necessary, a substitute "Margin", so that the change in the Reference Rate results in Jubstantially the same "Annual Percentage Rate" required under the previous Reference Rate.

The Reference Rate so determined shall be effective for any Billing Cycle that begins in that month. However, the Reference Rate effective for your initial Billing Cycle shall be determined in one of two ways. If your initial Billing Cycle Billing Date occurs in the same month as the effective date of this Agreement, the Reference Rate shall be the one determined on the first business day of the preceding month. If your initial Billing Cycle Billing Date occurs in the month after the effective date of this Agreement, the Reference Rate shall be the one determined on the first business day of the month in which the effective date of this Agreement occurs.

Your rate of interest ("Annual Percentage Rate") shall be the Reference Rate plus a "Margin" of ONE & 1/4 ( 1.25 %) percent for the applicable Billing Cycle

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

(E) Interest During the Closed-End Repayment Term—You agree to pay interest (a Finance Charge) during the Closed-End Repayment Term on the Outstanding Principal Balance of your Equity Source Account which has not been paid beginning on the day after the Conversion Date and continuing until the full 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) here a

The "Current Reference Rate" is the most recent Reference Rate available sixty (69) days prior to each "Change Date", (defined below).

Each day on which the interest rate effective during the Closed-End Repayment Torn mey 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 twely. (12) months thereafter.

The interest rate effective on the First Change Date will be the Current Reference Rate plus a harring ONE & 1/4 (1.25 %) percent. On each succeeding Change Date, we will determine the Current Reference Rate at othe 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 pay nell 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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agreement in this Mortgage [but not prior to acceleration under paragraph 19 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 had only by which the default; (b) the action required 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 may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the property. The notice shall curther inform you of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding 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 purating the remediate provided in this paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title purature of including the remediate provided in this paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title

or the title holding trust enters into Articles of 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 purchase money security interest for household appliances, (b) a transfer by devise, descent or by operation of law upon the death of a joint tenunt, 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, declare all sums secured by this Mortgage to be immediately due and payable.

tions 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 for Deed or any agreement for installment sale of the property or the property or the title holding trust enters into Articles of Agreement for Deed or any agreement for installment sale of the property or the banding trust enters into Articles of Agreement for Deed or any agreement for installment sale of the property or the banding trust enters into Articles of Agreement for any agreement of the property or the banding trust enters into Articles of Agreement for Deed or any agreement for installent sale of the property in the title holding trust in the title holding trust in the title property and the title holding trust in the title holdin

18. Hight to Reduce Line of Credit. We may, during the Revolving Line of Cedit 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 your financial circure carees gives us reason to believe that you will not be able to make the required payments; (c) governments! action precludes us from charging the Annual Percentage Rate permitted by the Agreement or governmental action adversely affects our lien priority Ench. That the value of our security interest falls below 120 percent of your Credit Limit; (d) the cap on the maximum Annual Percentage Rate of our security methory Lien Agreement in the Agreement in the Agreement in the Agreement of your Credit Limit; (d) the cap on the maximum Annual Percentage Rate (e) we steement the required by our Regulatory Agency that containing to make Loans constitutes an unsafe and unsound practice; or (f) you are in octified 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 it is not terminate your default of any material notify us in writing if you would like to obtain further loans and can deb material condition the condition of the condition

(b) If you are in default under the Agreement or this Mortage, 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 is an ec 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 Lo ms to you under the Agreement, (reduce your Credit swent, in the default, we shall have the right to refuse to make additional Lo ms to you under the Agreement, the in writing it you would like to obtain further 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 conditing the to the default no longer exists.

any of you die.

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 adversally affects our securit. For the Agreement or any right we may have in that security; (3) you gave or give us any talse or materially misleading information in connection with any Loan to you or in your application for the Piquity Source Account; (4) title to your home, the property. A transferred as more fully described in paragraph 19 below; or (5) any of way dis

- gage, trust deed or similar security instruction and coverants are properly which has or may have priority over this Mortgage, including appecifically, but not limited to, timely nad incorporate and incorporate or keep such terms, condition and coverante as provided for in such prior mortgages, trust deeds or security agreements shall constitute a default ander this Nortgage, and we may invoke the remedies specified in paragraph 20 hereof, agreements shall constitute a default. (a) The occurrence of any of the following events shall constitute a default. (b) The occurrence of any of the following events shall constitute a default by you under this Mortgage: (1)
- 16. Pair Copy. You shall be given one conformed copy of the Agreement and of this Mortgage.

  16. Prior Mortgages. You coverent and agree to comply with all of the terms and conditions and covenants of any mort-

dection in which the property of the forested. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, auch conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect with applicable law, auch 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.

14. Governing Lar., Saverability. This Mortgage shall be governed by federal law and regulation and the law of the juria-

given as provided in this paragraph.

mail, unless aprile taw 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 notice provided for in this Mortgage shall be deemed to have been given to you or us when

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 interpreted so that the interpreted so that the interpreted 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 charge to 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. It a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.

13. Notices. Any notice to you provided for in this Mortgage shall be given by delivering it or by mailing it by first class.

Property.

Bage shall bind and healing to more and several Liability; Co-Signera. The covenants and agreements of this More gage 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 inclerest in the property under the terms of this Mortgagor signing this Mortgagor only to mortgage to pay the sums secured by this Mortgagor; and (c) agrees that we and any other Mortgagor may agree to extend, modify, forebear or make any accommodations with regard to the terms of this Mortgago or the Agreement without that Mortgago is consent. Such a Mortgagor is identified below by executing this Mortgage as an "Other Owner" of the without that Mortgagor's consent. Such a Mortgagor is identified below by executing this Mortgage as an "Other Owner" of the

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 More-

You're Not Released: Forbearance by us Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by us to any successor in interest of your original successor in interest. We shall not be required to commence proceedings against any successor in interest or 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 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 forbestance by us in exercising any right or remedy shall not be a waiver

Upon payment in full of all a manager d by this Hertgrap, and ermination of the Agreement, we shall promptly refund

Upon payment in full of all lumb strund by this litertage, and sermination 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 redit balance. Charges incurred pursuant to paragraph 7 hereof will be treated as Finance Charges for purposes of application of payments only.

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

you shall promptly furnish to us receipts evidencing the payments.

5. 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 at or we 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 gramiums and renewal notices. In the event of loss, you shall give prompt 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, i so reace proceeds shall be applied to restoration or repair of the property, damages, if the restoration or repair is economically fear the and our security is not lessened. If the restoration or repair is not economically feasible or our security would be lessened, the instructed proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to you. If you ubandon the property, or do not answer within thirty (30) days a notice from us that the insurance carrier has offered to settle a min, 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 pariod will begin when the notice is given.

Unless we and you otherwise agree in writing, any application of arc et a to principal shall not extend or postpone the 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 immediately plior to the acquisition

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

7. Protection of our Rights in the Property: Mortgage Insurance. If you fail to pe for the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect our rights in he property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or Regulations), then we may do and 'sy, or whatever is necessary to protect the value of the property and our rights in the property. Our action may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable 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 (t \* is 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 prequired 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 that 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 egree in writing, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction:
(a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the property immediately before the taking. Any balance shall be paid to you.

If you abandon the property, or if, after notice by us to you that the condemnor offers to make an award or settle a claim for damages, you 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.

- 21. Possession. Uponacce era iou under paragraph 23 or span forment to be at positive and at any time prior to the expiration of any period of redemption following judicial sale, we (in person, by agent of by judicially appointed receiver) shall be entitled to enter upon take possession of and manage the property and to collect the reads of the property including those past due. Any rents we or the Receiver collect shall be applied first to payment of the costs of management of the property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage.
- 22. Release. Upon payment of all sums secured by this Mortgage, we shall release this Mortgage without charge to you. We shall pay any recordation costs.
  - 23. Waiver of Homestead. You waive all right of homestead exemption in the property.
- 24. Trustee Exculpation. If this Mortgage is executed by an Illinois land trust, trustee executes this Mortgage as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by us and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Agreement secured by this Mortgage shall be construed as creating any 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: AUGUST 2, 1990	
IF MORTGAGOR IS AN INDIVIDUAL:	
'O <sub>A</sub>	William Stedler
100	Individual Mortgagor WILLIAM J. SADLER
C/x	+ Mariant Sade
4	Individual Mortgagor MARIANN B. SADLER
Ox	
STATE OF ILLINOIS	Other Owner
. ) SS	
COUNTY OF COOK 1/2	
I, the undersigned, a Notary Public in and for said	County, in the State aforesaid, DO HEREBY CERTIFY that DIER, HIS WIFE
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	signed, sealed and delivered the said instrument
of the right of homestead.	purposes therein set forth, including the release and waiver
Given under my hand and official seal, this	And day of august 19 96.
" OFFICIAL SEAL "	Macingarin
YACLY FAVORINI	Notary Public
Commission Expires: Francis 1/24/90	0.
IF MORTGAGOR IS A TRUST:	776
not personally but so	lely as trustee as aforesaid
By:	$\bigcup_{\mathcal{L}}$
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ATTEST:	
(TVA)	o de la companya de l
Its (Title)	, de la companya de
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 sident and
Secretary, respectively, appeared before me this day in	n person, and acknowledged that they signed and delivered
Trustee, for the uses and purposes therein set forth, and	ets and as the free and voluntary act of said corporation, as
	corporate seal of said corporation did affix the said corporate free and voluntary act, and as the free and voluntary act of
said corporation, as Trustee, for the uses and purpose	s therein set forth.
Given under my hand and official seal, this	day of, 19
	Notary Public
Commission Expires:	

**UNOFFICIAL CO** ection of any period of enterpothat is early a upon touch proposition of our training Yar conto we as the Receiver collect small be applied access, and of cents, inclining, but not distinct to, everytes in a granific or a the same second by this Mortgage To be some experience for the Charles arms the to the many good by wealth 1921. We shall get any to obtain order The observable is adjust the section , and  $\epsilon$  , because the total HTeneties Peculpation - Webst Water proceedings of the colors servings beared as school that bour school of the extremal and as the scrool of grande is the bound to read the set was relieved that has been by broader, but bounds become on the Agreement seems of by this More properties for a new order the state of the second commence than another than the second of the circles oxpress or maphy herein continue to the tribute to the continue and health and the continue of the conor of cities, the has realized this at that adjust because themselves out than owns. provision's bound and at said Agreeness, but this waiver shall in no way after the province discussing Early be assumed that Daned AUGUST 2, 1990 IF MORTGAGOR IS AN ENDIVIDUAL! STABLES STATE OF ILLINOIS GOUNTY OF ) the undersymbed a Notary Public meantlons and mounty WILLEAM J. SADLER AND MARKANN B. SADEER. percentify known to me to be the sour person whose rand becare one this day in person, and settnessinged that THE become one this duy in person, and asknowledged that as THEIR ince and voluntury action the case and purposes the conof the right of homestead. Government and official seal ab าปสมป์ ข้อมังห์ Commission Expires: IF MORUGAGOR IS A TRUST not personally but solely as trusted as according 19 17 ET 90382498<sup>804588888</sup> ATTEST: (obiiT) 831 STATE OF ILLINOIS COUNTY OF I, the undersigns dea Norary Public is and for said tensors in the  $s \geq 12 + 1$ him troplegett. is respectively, appeared to fore one this disk in person and as is a problem of the contraction of the contraction and an electron of the best formation of the contraction Brighest for the uses and purposes from a settler and the said

stem and there acknowledge that he is covergible of the corporate scaled solds. scal of sent corporation to said instrument as his own free and voluments of and detection

sold componition, as Trustee, for the uses and purposes therein set ionth Given under my hand and official seal, this

Notary Public

Commission Expires: \_\_\_\_\_

#### INITIAL REDUCED HATE RIDER FICIAL OCOPY 9 SCITIBANCO **EQUITY SOURCE ACCOUNT®** 444-094-7674

This Initial Redu	iced Rate Rider is made this	2ND_	day of
AUGUST	, 19 90 , and is inco	orporated into and	shall be deemed to amend and supplement the
Mortgage, Deed of	Trust or Security Deed (the "Security	y Instrument'') of	the same date given by the undersigned (the
"Borrower") to secu	re Parrawer's Equity Source Account	Agreement with Cl	tibank, Federal Savings Bank (the "Lender")
of the same date and	covering the property described in the 1968 PRESTW	ICK DRIVE	
	INVERNESS,	ILLINOIS 6	0067
Notwithstanding the	provisions of paragraph <b>2010</b> of	the Security Insti	rument, for the First Seven Billing Cycles
			sum (\$789) For the remainder of the Revolving
	1 (	עישי נע	nstrument shall apply, and will be effective for
Loans requested ther	eafter and for the then outstanding Pr	incipal Balance ir	Borrower's Account.
By signing below	w, Borrower accepts and agrees to t	he terms and prov	visions contained in this Initial Reduced Rate
Rider.	Man Sellenseal		*MINUS ONE-HALF PERCENT(50%).
Borrower	MOULUL SALLE		
Borrower	MARIANN B. SADLER		_

30382498

Borrower

# UNOFFICIAL COPY DESCRIPTION OF THE PROPERTY OF

EQUITY SOURCE ACCOUNTS

444-094-7574

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			ЯВДСА	ARLANN B. SI	Borrower &

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Воггомет