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The Agreement secured by this Mortgage is a loan made to you by the lender. This Agreement is subject to the terms and conditions set forth in the Agreement. The total term of the Agreement is 30 years. The first payment is due on the first day of the month following the date of the Agreement. The interest rate is 10% per annum. You agree to pay the principal amount of the loan advanced during the term of the Agreement. Each Billing Cycle will be approximately one month. The Billing Cycle may be less than one month. The Billing Cycle will be approximately one month. The Billing Cycle will be approximately one month. The Billing Cycle will be approximately one month.

You and we covenant and agree as follows: (A) Payment of Principal and Interest. You shall promptly pay when due the principal of and interest accrued on the indebtedness evidenced by the Agreement, together with any late charges or other fees, charges or premiums imposed by the Agreement, the Security Agreement, or by this Mortgage. (B) Line of Credit Loan. This Mortgage secures a line of credit loan. This Mortgage secures a line of credit loan. This Mortgage secures a line of credit loan. This Mortgage secures a line of credit loan. This Mortgage secures a line of credit loan.

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".

which has the address of 3154 NORTH ORCHARD CHICAGO ILLINOIS 60657 (state and zip code, hereinafter "property address")

P.L.N. No. 14-28-100-034

THAT PART OF LOTS 42 AND 43 IN R. STARKES ADDITION TO LAKE VIEW, A SUBDIVISION OF LOT 1 IN BICKERDIKE AND STEELE'S SUBDIVISION OF THE

SEE ATTACHED RIDER FOR COMPLETE LEGAL PROPERTY OF COOK AND STATE OF ILLINOIS

to secure to us (in the repayment of the indebtedness evidenced by the Agreement, with interest thereon, the payment of all other taxes, 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 "earn" (advances of principal after the date hereof) as provided for in the Agreement (the intent of us and you that 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:

THIS MORTGAGE ("Mortgage") is made this 30TH day of JULY 19 90 between Mortgagor, RAYMOND C. LYLE, JR. AND JACQUELINE D. MC CAULEY, 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").

WITNESSES, JACQUELINE D. MC CAULEY RAYMOND C. LYLE, JR. AND JACQUELINE D. MC CAULEY
Equity Source Account Agreement ("Agreement") of even date hereof, additionally secured, if appropriate, by a Security Agreement and Voluntary Assignment of Beneficial Interest in the land trust holding title to the property ("Security Agreement"), in the principal sum of U.S. \$ 47,000.00 (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 principal in full in substantially equal installments of principal by the Maturity Date as more fully provided in paragraph 11 ("Maturity Date") hereof, interest, optional credit life and/or disability insurance premiums, and miscellaneous fees and charges for twenty (20) years, all such sum, if not sooner paid, being due and payable approximately thirty (30) years from the date hereof (the "Maturity Date").

This instrument was prepared by: SAM CASTILLO CHICAGO, IL 60603 (CITIBANK) 90389189



MORTGAGE EQUITY SOURCE ACCOUNT 444-095-56120



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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.

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, 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.

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 over (a) twelve (12) months thereafter. The interest rate effective on the first (Change Date) will be the Current Reference Rate plus a Margin of ONE & 1/4 (1.25) percent. On each succeeding (Change Date), we will determine the Current Reference Rate, and the new interest rate will be equal to the Current Reference Rate, plus the Margin of ONE & 1/4 (1.25) percent.

Each new interest rate will become effective with each (Change Date), and will be reflected in the payment due immediately after that (Change Date).

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by us, you shall pay to us on the day periodic payments are due under the Agreement until this Mortgage is released, a sum ("Funds") equal to (a) the amount of the property taxes and assessments which may attach prior to the release of this Mortgage; (b) yearly household payments of ground rents on the property; (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, 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.

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3. The 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 applying the Daily Periodic Rate (the Annual Percentage Rate divided by 360) to the Daily Principal Balance on your Equity Source Account.

(b) 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 last 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 (a) Initial Billing Cycle (21st Billing Cycle as the date ending Principal Balance and is referred to herein as the "Initial Closed-End Principal Balance". If you have used Equity Source Accounts which 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 (b) hereof.

The "Current Reference Rate" is the most recent Reference Rate available sixty (60) days prior to each "Change Date".

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PROPERTY

From payment in full of all sums secured by this Mortgage, and termination of the Agreement, we shall promptly refund to you any funds held by us. If under paragraph 20, the property is sold or acquired by us, we shall apply, no later than immediately prior to the sale of the property or its acquisition by us, any funds held by us at the time of application as a credit against the sums secured by this Mortgage.

The above and foregoing provisions contained in this paragraph 2 relating to payment by you to us of funds in escrow shall be excused so long as you are required on the date hereof, and continue after the date hereof, to make comparable payment of funds in escrow to the holder of a Note secured by a mortgage or similar security agreement on the property, which such mortgage or similar security agreement has priority over this Mortgage. You agree to provide us with proof of payment of such funds in escrow.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by us under the Agreement and this Mortgage shall be applied, first to the Finance Charge stated in your oldest past due periodic Billing Statement, if any, and then during the Closed-End Repayment Term to the fraction of the Initial Closed-End Principal Balance due for the same and then during the Closed-End Repayment Term to the fraction of the Initial Closed-End Principal Balance due for the same and then during the Closed-End Repayment Term to the fraction of the Initial Closed-End Principal Balance due for the same and then to 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 2 hereof will be treated as Finance Charges for purposes of application of payments only.

4. Charges to You. You shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach prior to or after 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 us with 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 insurer 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 damaged, 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. If under paragraph 20, the property will be sold or acquired by us, you shall promptly refund to us 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.

6. Preservation and Maintenance of Property; Leasehold. You shall not destroy, damage or substantially change the property, allow the property to deteriorate or come into waste. If this Mortgage is on a leasehold, 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 merge unless we agree to the merger in writing.

7. Protection of our Rights in the Property; Mortgage Insurance. If you fail to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect our rights in the property (such as a proceeding in bankruptcy, probate, foreclosure, condemnation or to enforce laws or regulations), then we may sue 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 sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and (in some cases) 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, 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.

If we require mortgage insurance as a condition of making the loan secured by this Mortgage, you shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with your and our written agreement or applicable law.

8. Inspection. We or our agent may make reasonable entries upon and inspections of the property. We shall give you notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to us.

10. 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.

11. If you abandon the property, or if, 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 secured by this Mortgage, whether or not then due.

12. Unless we and you otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 20, the property will be sold or acquired by us, you shall promptly refund to us 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.

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10. **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 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.** Any 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 the payments of principal and interest due thereunder. Your failure to make such payments or keep such terms, conditions and covenants as provided for in such prior mortgages, trust deeds or 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 gave 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 your 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 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 tenant, 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.

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 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 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 reinstata 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.

90389189

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THIS RIDER IS ATTACHED TO AND MADE A PART OF THIS MORTGAGE DATED JULY 30, 1990 A.D.

LEGAL DESCRIPTION RIDER

THAT PART OF LOTS 42 AND 43 IN R. CLARKES ADDITION TO LAKE VIEW, A SUBDIVISION OF LOT 1 IN RICKERDIKE AND STEBLE'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF SAID LOT 43, 74.72 FEET NORTH OF THE SOUTHEAST CORNER, THENCE NORTH ON EAST LINE, 49.28 FEET TO THE NORTHEAST CORNER, OF LOT 43, AFORESAID; THENCE, WEST, 58.70 FEET TO THE NORTHWEST CORNER OF SAID LOT 42; THENCE SOUTH ON THE WEST LINE 49.78 FEET TO A POINT 74.22 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 42, AFORESAID; THENCE, EAST, 58.70 FEET TO THE PLACE OF BEGINNING; EXCEPTING THEREFROM THE WEST 33 FEET OF THE EAST 50.50 FEET OF THE NORTH 22 FEET OF SAID LOTS 42 AND 43 TAKEN AS A SINGLE TRACT, IN COOK COUNTY, ILLINOIS.

90389189

Property of Cook County Clerk's Office

[Signatures]
RIDER
Borrower
Borrower
RAYMOND E. LYLE, JR.
(SEAL)
JACQUELINE D. MC CAULEY
(SEAL)

Notwithstanding the provisions of paragraph 1(d) of the Security Instrument, for the first seven Billing Cycles only, during the Revolving Line of Credit Term, the Margin shall be ~~XXXXXX~~ For the remainder of the Revolving Line of Credit Term the Margin provided in paragraph 1(d) of the Security Instrument shall apply, and will be effective 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. ~~XXXXXX~~ minus one-half percent

3154 NORTH ORCHARD
CHICAGO, ILLINOIS 60657

This Initial Reduced Rate Rider is made this 30TH day of JULY 19 90, 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 Citibank, Federal Savings Bank (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

444-095-56120

INITIAL REDUCED RATE RIDER
EQUITY SOURCE
ACCOUNT



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30382702
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21. Power of Sale. Upon acceleration under paragraph 20 or abandonment 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 the possession of and manage the property and 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 or 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 Execution. 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 thereon, or any indebtedness accruing hereunder or to perform any covenants, conditions, or other 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: JULY 30, 1990

IF MORTGAGOR IS AN INDIVIDUAL:

Individual Mortgagor: RAYMOND C. LYLE, JR.
 Individual Mortgagor: JACQUELINE D. MC CAULEY

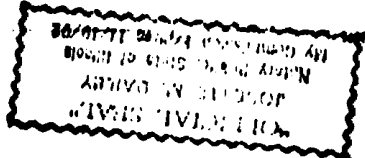
STATE OF ILLINOIS

COUNTY OF COOK

SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RAYMOND C. LYLE, JR. AND JACQUELINE D. MC CAULEY, HIS WIFE personally known to me to be the same person who (name) 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 _____ day of _____, 1990)



IF MORTGAGOR IS A TRUST:

not personally but solely as trustee or otherwise

By:

ATTEST:

Its

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 _____ 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 the said instrument, 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, 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:

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Handwritten signature and date: 1/65

UNOFFICIAL COPY

10/11/12

90389169 88182506

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STATE OF ILLINOIS

IN SENATE, JANUARY 11, 1912.

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE

ON JANUARY 11, 1912.

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