

Box 165

MORTGAGE
EQUITY SOURCE ACCOUNT®

91553038

CITIBANK**15 00**

This Instrument was

prepared by: BILL BRABECK
CHICAGO, IL 60603

THIS MORTGAGE ("Mortgage") is made this 14TH day of OCTOBER, 1991 between Mortgagor,
CHARLES K. JESBERG AND WANDA K. JESBERG, 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").

WHEREAS, CHARLES K. JESBERG AND WANDA K. JESBERG

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. \$ 64,500.00, (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 for such greater sum as necessary to fully repay the Outstanding Principal Balance in full in substantially equal installments of principal by the Maturity Date as more fully provided in paragraph 1 (C) hereof, interest, optional credit life and/or disability insurance premiums, and miscellaneous fees and charges for twenty (20) years, all such sums, if not sooner paid, being due and payable approximately thirty (30) years from the date hereof (the "Maturity Date").

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

LOT 11 IN RILEY AND TUNK'S FIRST ADDITION TO ARLINGTON HEIGHTS
 SUBDIVISION OF THE SOUTH 568 FEET OF THE WEST 164.88 FEET OF LOT
 SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

1991 OCT 23 PM 1:02

91553038

P.I.N. No. 03-28-302-027-0000

which has the address of 4 NORTH FORREST AVENUE
 (street)

ARLINGTON HEIGHTS, ILLINOIS 60004 (herein "property address");
 (city) (state and zip code)

91553038

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.

(C) **AGREED PERIODIC PAYMENTS.** 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;

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

EQUITY SOURCE ACCOUNT MORTGAGE
 Page 1 of 5

FORM 3981D 4/80 OPS 1123

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CHICAGO, IL 60603 FORM 3881D
One South Dearborn Street Equity SOURCE ACCOUNT MORTGAGE DPS 1124
Page 2 of 2

If the amount of the funds held by us together with the future monthly payments of funds 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 paid by us in one or more payments held by us to pay the escrow items when due. You shall pay to us any amount necessary to make up the difference in one or more payments as required by us.

Pledged as additional security for the sums secured by this Mortgage.

The fund shall be held in an institution the deposits of which are insured 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 escrow items. We shall 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 assess the escrow items, unless we pay you interest on the funds and applicable law permits us to make such a charge. We shall give to you, without accounting of the funds paid out of the funds, unless an agreement is made acceptable to us requiring that interest shall not be required to be paid on the funds.

Pay you any interest or earnings on the funds. We shall give to you, without accounting of the funds paid out of the funds, unless an agreement is made acceptable to us requiring that interest shall not be required to be paid on the funds.

showing credits to the funds and the purpose for which each debit to the funds was made. The funds are shown as additional security for the sums secured by this Mortgage.

Reasonable estimates of future escrow items. We may estimate the funds due on the basis of current data and premiums, if any. These items are called "escrow items". We may estimate the funds due on the basis of current data and premiums of ground rents on the property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums of gross assessments which may attain priority over this Mortgage; (b), yearly leasehold one-twelfth of (a); (a) yearly taxes and assessments until this Mortgage is released, a sum ("funds") equal to one-twelfth of periodic payments are due under the agreement until this Mortgage is released.

2. FUNDS FOR TAXES AND INSURANCE. Subject to applicable law or to a written waiver by us, you shall pay to us immediately after that change date.

Each new interest rate will become effective with each Change Date, and will be reflected in the payment due date.

Margin of ONE 6 1/4	Interest Rate, and the new interest rate will be equal to the current Reference Rate, plus the
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The interest rate effective on the First Change Date will be the Current Reference Rate plus a Margin of

ONE 6 1/4.

Each day on which the interest rate effective during the Closed-End Repayment Term may change, and the first day thereafter,

of the Closed-End Repayment Term, is a "Change Date". Interest rate than as during the Closed-End Repayment Term may occur on the first day of the Closed-End Repayment Term.

Each day on which the interest rate effective during the Closed-End Repayment Term may change, and the first day thereafter,

of the Closed-End Repayment Term, is a "Change Date". Interest rate will be increased on the same day of the month every twelve months thereafter.

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

The "Current Reference Rate" is the most recent Reference Rate prior to each "Change Date",

varies based upon the Reference Rate described in the Agreement term, a graphic 1 (1) hereinafter.

The rate of interest (Annual Percentage Rate) described on subsequent to closing Statement Term will be reflected such loans.

Closed-End Principal balance will be increased on subsequent to closing Statement paid by us; Your initial

is referred to herein as the "Initial Closed-End Principal Amount"; (b) those checks are account checks that have

not been posted to your account as of the Conversion Date, and those checks are subsequently paid by us; (c) Outstanding Principal Balance and

periodic Billing Statement at the beginning of the Closed-End Repayment Term is the sum disclosed on the

Your Outstanding Principal Balance until the full Outstanding Principal Balance has been paid.

beginning on the day after the Conversion Date as continuing to your Equity Source Account a "Finance Charge" during the

Closed-End Repayment Term on the Outstanding Principal Balance. You agree to pay interest on the Outstanding Principal Balance.

(E) INTEREST DURING THE CLOSE-ENDED PAYMENT TERM. You agree to pay interest on the Outstanding Principal Balance.

Account for each day of the Billing Cycle, in which there is an Outstanding Principal Balance.

Annual Percentage Rate applicable to the Billing Cycle, divided by 365 to the Daily Outstanding Principal Balance on your Equity

Finance Charges will be assessed on a daily basis by applying the "Daily Periodic Rate" (the "Daily Periodic Rate") is the

rate of interest (Annual Percentage Rate) shall be the Reference Rate plus a "Margin" of

ONE 6 1/4.

Your rate of interest date of this Agreement date of the first day of the month in

which the effective date of this Agreement, the Reference Rate shall be the one determined on the first day of the month in

after the effective date of this Agreement, if your initial Billing Cycle occurs in the one determined on the first day of the month

Billing Date occurs in the same month as the effective date of this Agreement, the Reference Rate shall be the one

Reference Rate is effective for your initial Billing Cycle, in one of two ways. If your initial Billing Cycle

The Reference Rate so determined shall be effective for any Billing Cycle that begins in that month. However, the

Reference Rate so determined shall be effective for any Billing Cycle that begins in that month. This

This Reference Rate shall be the prime rate of your Equity Source Account during the revolving line of credit term as determined by

Outstanding Principal Balance of credit maturity date of the revolving line of credit term as determined by

instalments by the maturity Date.

outstanding principal balance after payment of your initial Closed-End Principal Balance, equal to the number

payments thereafter will include, instead of 1/240th of your initial Closed-End Principal Balance, a fraction of the

in the Agreement, and that check is subsquarely paid by us as provided in Paragraph 2 (C) of the Conversion Date, as defined

have used an Equity Source Account check that has not been posted to your account as of the Revolving Line of Credit.

Closed-End Principal Balance (the principal balance owed by you to us at the end of the Revolving Line of Credit), if you

periodic Billing Statement a minimum payment due to pay the same way as above, plus 1/240th of your initial

Billing Cycle. During the Closed-End Repayment Term you agree to pay on or before the payment due date shown on each

(S) principal balance of each Billing Cycle is proportionately twenty-five (25) days after the close of the

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RIDER - LEGAL DESCRIPTION

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LOT 11 IN RILEY AND TUNK'S FIRST ADDITION TO ARLINGTON HEIGHTS
SUBDIVISION OF THE SOUTH 568 FEET OF THE WEST 164.88 FEET OF LOT
4 AND THE SOUTH 568 FEET OF THE EAST 164.38 FEET OF LOT 5 (EXCEPT
THE SOUTH 286 FEET OF SAID LOT 5) IN A. T. MC INTOSH'S ARLINGTON
HEIGHTS FARMS SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF
SECTION 28, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL
MERIDIAN AND THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 29,
TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

03-28-302-027-0000

THIS RIDER IS ATTACHED TO AND MADE A PART OF THIS MORTGAGE DATED
OCTOBER 14, 1991 A.D.

91553038

DPS 049

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20. ACCELERATION; REMEDIES. We shall give notice to you prior to acceleration following your breach of any covenant or agreement in this Mortgage (or no prior to acceleration under paragraph 18 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to you, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the property. The notice shall further inform you of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, at our option, we may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. We shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

21. POSSESSION. 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(s) 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 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: OCTOBER 14, 1991

IF MORTGAGOR IS AN INDIVIDUAL:

Individual Mortgagor CHARLES K. JESBERG

Wanda K. Jesberg
Individual Mortgagor WANDA K. JESBERG

Other Owners

STATE OF ILLINOIS }
|
COUNTY OF COOK }

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that
CHARLES K. JESBERG AND WANDA K. JESBERG, 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 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.

homestead.	Given under my hand and off my seal this	day of
	OFFICIAL SEAL	
Commission Expires:	LINDA MARIE RUDOLPH	
	Notary Public, State of Illinois	
	My Commission Expires 8/8/92	

IF MORTGAGOR IS A TRUST:

not personally but solely as trustee as attorney.

By: _____ (Title)

ATTEST:

its

Title

STATE OF ILLINOIS

1 SS

COUNTY OF

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that
President and

Secretary, respectively, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth, and the said _____ Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.

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

Commission Expires:

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

Notary Public

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