

MORTGAGE EQUITY SOURCE ACCOUNT

UNOFFICIAL COPY



This instrument was prepared by: SARAH MC LAUGHLIN CHICAGO, IL 60603

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Handwritten initials

THIS MORTGAGE ("Mortgage") is made this 26TH day of NOVEMBER, 1991 between Mortgagor, DIPAK SHAH AND JITIKSHA D. SHAH, 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, DIPAK SHAH AND JITIKSHA D. SHAH

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. \$ 25,000.00 (your "Credit Limit") or so much of such principal as may be advanced and outstanding, with interest thereon, providing for periodic installment payments of interest, optional credit life and/or disability insurance premiums, and miscellaneous fees and charges for ten (10) years from the date hereof, thereafter, for periodic installment payments of 1/240th of the Outstanding Principal Balance (or such greater sum as necessary to fully repay the Outstanding Principal Balance in full in substantially equal installments of principal by the Maturity Date as more fully provided in paragraph 1 (C) hereof), interest, optional credit life and/or disability insurance premiums, and miscellaneous fees and charges for twenty (20) years; all such sums, if not sooner paid, being due and payable approximately thirty (30) years from the date hereof (the "Maturity Date.")

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

LOT 5 IN KRUZEL'S SUBDIVISION OF THAT PART OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 AND THAT PART OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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DEPT-01 RECORDING \$16.00
T#2222 TRAM 3069 12/04/91 15:33:00
#4394 # B * - 9 1 - 6 3 6 9 9 2
COOK COUNTY RECORDER

P.I.N. No. 05-31-426-001

which has the address of 830 NORTH LARAMIE

(street)

GLENVIEW

ILLINOIS 60025

(herein "property address");

(city)

(state and ZIP code)

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

INV 35905 (10/1) MW

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deficiency in one or more payments as required by us.

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 your option, either promptly repaid to you or credited to you on monthly payments of funds. If the amount of the funds dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at If the amount of the funds held by us, together with the future monthly payments of funds payable prior to the due pledged as additional security for the sums secured by this Mortgage.

showing credits and debits to the funds and the purpose for which each debit to the funds was made. The funds are pay you any interest or earnings on the funds. We shall give to you, without charge, an annual accounting of the funds on the funds and applicable law permits us to make such a charge. You and we may agree in writing that interest shall be charge for holding and applying the funds, analyzing the account or verifying the escrow items, unless we pay you interest state agency (including us if we are such an institution). We shall apply the funds to pay the escrow items. We may not The fund shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or reasonable estimates of future escrow items.

premiums, if any. These items are called "escrow items." We may estimate the funds due on the basis of current data and payments of ground rents on the property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance 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) early leasehold on the day periodic payments are due under the Agreement until this Mortgage is released, a sum ("funds") equal to

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 Margin of ONE & 1/4 % percent. 1.25 % percent

determine the Current Reference Rate, and the new interest rate will be equal to the Current Reference Rate, plus the ONE & 1/4 % percent. On each succeeding Change Date, we will

The interest rate effective on the first Change Date will be the Current Reference Rate plus a Margin of ONE & 1/4 % percent. Thereafter, may occur on the first day of the Closed-End Repayment Term and on the same day of the month every twelve (12) months

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 (defined below)

The "Current Reference Rate" is the most recent Reference Rate available sixty (60) days prior to each "Change Date", vary based upon the Reference Rate described in the Agreement and in Paragraph 1 (D) hereof.

The rate of interest (Annual Percentage Rate) during the Closed-End Repayment Term will be determined and will Closed-End Principal balance will be increased on subsequent periodic Billing Statements to reflect such Loans.

not been posted to your account as of the Conversion Date, and those checks are subsequently paid by us, your initial is referred to herein as the "Initial Closed-End Principal Balance". If you have used Equity Source Account checks that have Your Outstanding Principal Balance at the beginning of the Closed-End Repayment Term is that sum disclosed on the beginning on the day after the Conversion Date and continuing until the full Outstanding Principal Balance has been paid.

Closed-End Repayment Term on the Outstanding Principal Balance of your Equity Source Account which has not been paid (E) INTEREST DURING THE CLOSED-END REPAYMENT TERM. You agree to pay interest (a Finance Charge) during the 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 Periodic Rate ("Daily Periodic Rate") is the Finance Charges will be assessed on a daily basis by applying the Daily Periodic Rate (the "Daily Periodic Rate") to the

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

which the effective date of this Agreement occurs. after the effective date of this Agreement, the Reference Rate shall be the one determined on the first day of the month in determined on the first business day of the preceding month. If your initial Billing Cycle Billing Date occurs in 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 effective for your initial Billing Cycle shall be determined 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 required under the previous Reference Rate.

a substitute "Margin", so that the change in the Reference Rate results in substantially the same "Annual Percentage Rate" the Wall Street Journal, we will select a new Reference Rate that is based upon comparable information, and if necessary, Money Center Commercial Banks. In the event more than one Reference Rate is published by the Wall Street Journal for

Street Journal. The Reference Rate is defined by the Wall Street Journal as the base rate on corporate loans at large U.S. Street Journal. The Reference Rate is published by the Wall Street Journal as the base rate on corporate loans at large U.S. the first business day of each month, regardless of when such rates were quoted by the Commercial Banks to the Wall

This Reference shall be the prime rate of interest as published in the Money Rates Section of the Wall Street Journal on the rate of interest ("Annual Percentage Rate") will be determined and will vary based upon a "Reference Rate".

The rate of interest ("Annual Percentage Rate") will be determined and will vary based upon a "Reference Rate".

Outstanding Principal Balance of your Equity Source Account during the Revolving Line of Credit Term as determined by the Agreement.

(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

instalments by the Maturity Date.) of Billing Cycles left in the Closed-End Repayment Term, so that your account is fully paid in substantially equal principal

payment 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 subsequently paid by us as provided in paragraph 2 (C) of the Agreement, your minimum

has used an Equity Source Account check that has not been posted to your account as of the Conversion Date, as defined Closed-End Principal Balance (the Principal Balance owed by us at the end of the Revolving Line of Credit). (If you Periodic Billing Statement a minimum payment due computed in 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 payments. The payment due date for each Billing Cycle is approximately twenty-five (25) days after the close of the (5) principal necessary to reduce the Outstanding Balance of your account to your Credit Limit; and (6) any past due

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Upon 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 Periodic Billing Statement. Payments will then be applied similarly to Finance Charges and the fraction of the Initial Closed-End Principal Balance due on the next oldest past due statement, and then to successive past due statements, until all past due Finance Charges and the fraction of the Initial Closed-End Principal Balance due are fully paid. The balance of your payments will next be applied to the amounts stated due on the current periodic Billing Statement in the following order: (1) insurance premiums billed and past due; (2) any Annual Fee which is due and payable; (3) any other charge, excluding insurance premiums, authorized by the Agreement; (4) Finance Charges billed but not past due; (5) insurance premiums billed but not yet past due as of the current statement; and (6) payment of any Outstanding Principal Balance. Any balance of payment will be applied to payment of all Finance Charges which accrue after the Periodic Billing Statement date and prior to the date payment was received by us. Any remaining amount will create a credit balance. Charges incurred pursuant to paragraph 7 hereof will be treated as Finance Charges for purposes of application of payments only.

4. CHARGES; LIENS. You shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach 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 us all notices of amounts to be paid under this paragraph. If you make these payments directly, you shall promptly furnish to us receipts evidencing the payments.

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 approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to us and shall include a standard mortgage clause. We shall have the right to hold the policies and renewals. If we require, you shall promptly give to us all receipts of paid premiums and renewal notices. In the event of loss, you shall give prompt notice to the insurance carrier and us. We may make proof of loss if not made promptly by you.

Unless we and you otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damages, if the restoration or repair is economically feasible and our security is not lessened. If the restoration or repair is not economically feasible or our security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to you. If you abandon the property, or do not answer within thirty (30) days a notice from us that the insurance carrier has offered to settle a claim, we may collect the insurance proceeds. We may use the proceeds to repair or restore the property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin when the notice is given.

Unless we and you otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in paragraphs 1 and 2 or change the amount of the payments. 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 prior to the acquisition.

6. PRESERVATION AND MAINTENANCE OF PROPERTY ; LEASEHOLDS. You shall not destroy, damage or substantially change the property, allow the property to deteriorate or commit waste. If this Mortgage is on a leasehold, you shall comply with the provisions of the lease, and if you 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, for condemnation or to enforce laws or Regulations), then we may do and pay for whatever is necessary to protect the value of the property and our rights in the property. Our action may include paying any 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 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.

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.

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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 (but not prior to acceleration under paragraph 19, unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the amount 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) 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: NOVEMBER 26, 1991

IF MORTGAGOR IS AN INDIVIDUAL:

Dipak Shah
Individual Mortgagor DIPAK SHAH

Other Owner

Jitika Shah
Individual Mortgagor JITIKSHA D. SHAH

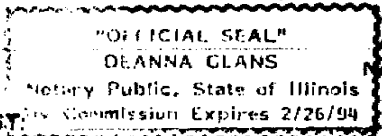
STATE OF ILLINOIS
Jalshah SS
COUNTY OF COOK DU PAGE

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DIPAK SHAH AND JITIKSHA D. SHAH, 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 HE/SHE signed, sealed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 26th day of November, 1991.

Commission Expires:



Deanna Glans
Notary Public

IF MORTGAGOR IS A TRUST:

not personally but solely as trustee as aforesaid

By: _____ (Title)

ATTEST: _____
Its _____ (Title)

STATE OF ILLINOIS)
) SS
COUNTY OF)

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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 Trustees, for the used 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 _____

Commission Expires:

Notary Public

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