

This instrument was

prepared by: LAURA WHITE

ST. LOUIS, MO 63141

UNOFFICIAL COPY

CITIBANK

DOODY 16/5/93

93622192

THIS MORTGAGE ("Mortgage") is made this 2ND day of AUGUST, 1993 between MORTGAGOR,
THOMAS M. DOODY AND JOAN R. DOODY, HUSBAND AND 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 870 Mason Ridge Center Drive-MST 870, St. Louis, Missouri 63141; herein "We," "Us" or "Our".

WHEREAS, THOMAS M. DOODY AND JOAN R. DOODY

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. \$ 100,000.00, (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 all 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 8 IN COUNTRY CLUB ADDITION TO OAK HILLS, A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01 \$29.00
 - TS4444 TRAN 4306 08/09/93 13:55:00
 - #5849 *-93-622192
 COOK COUNTY RECORDER

93622192

P.L.N. No. 23-36-302-002

which has the address of 7777 MC INTOSH DRIVE
(street)ORLAND PARK, ILLINOIS 60462 (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
870 Mason Ridge Center Drive-MST 700
St. Louis, Missouri 63141

EQUITY SOURCE ACCOUNT MORTGAGE
Page 1 of 5

FORM 3881D 4/80 DPS 1123

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If the amount of the funds held by us, together with the future monthly payments prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, either promptly repaid to you or credited to you on monthly payments. If 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 difference in one or more payments as required by us.

The Fund shall be held in an account 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 agreed to by the funds showing credits and debits to the funds and the purpose for which each debit to the funds was made. The funds are paid as additional security for the sums secured by this Mortgage.

2. FUNDS FOR TAXES AND INSURANCE. Subject to applicable law or to a written waiver by you, you shall pay to us on the day before payment of taxes and assessments which this Mortgage is released, a sum (funds) equal to us one-twelfth of (a) Yearly taxes and assessments which may accrue in priority over this Mortgage; (b) Yearly leasehold payments of ground rents on the property, if any; (c) Yearly hazard insurance premiums; and (d) Yearly property insurance premiums, if any. These funds are called "escrow items." We may estimate the funds due on the basis of current data and formulas, or by any other method we may determine. We may estimate the funds due on the basis of current data and formulas, or by any other method we may determine.

Margin of ZERO
determining materialistic needs, and this new interest rate will be applied to the current materialistic needs, plus the current interest rate will be reduced by the percentage of decrease in the payment due.

The interest rate effective on the first change date will be the current rate less the margin of the new rate.

may occur on the first day of the Closed-End Repayment Term and on the same day of the month every twelve (12) months thereafter.

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

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

(e) INTEREST DURING THE CLOSED-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 the sum of the Periodic Billing Statement for Your One Hundred Twenty-Five Dollars (\$125.00) Billing Cycle plus the Outstanding Principal Balance as of the Conversion Date (121st Billing Cycle). It is that sum divided by the Closed-End Principal Balance as of the Conversion Date (121st Billing Cycle). 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 deposited to reflect such loans, the rate of interest (annual percentage rate) described during the Closed-End Repayment Term will be determined and will vary based upon the Reference Rate described in the Agreement and Paragraph 1(D) hereof.

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

Your rate of interest ("Annual Percentage Rate") shall be the Reference Rate plus a "Margin" of 1.00 % (Percent for the applicable Billing Cycle).

The parties agree that no change shall be made to any term or provision of this Agreement without the written consent of both parties.

a substance "Meringue", so that the change in the Reference Rate results in substantially the same "Annual Percentage Rate required under the previous Rate".

any application filed after the lowest rate so published shall apply. In the event such a Reference Rate ceases to be published by the Wall Street Journal, we will select a new Reference Rate that is based upon comparable information, and if necessary

Street Journal. The Refinement Rate is defined by the Wall Street Journal as the base rate on corporate loans at large Money Center Commercial Banks. In the event more than one Refinement Rate is published by the Wall Street Journal

The Agreements of interest ("Annual Percentage Rate") will be determined and will vary based upon a "Reference Rate". This Reference shall be the prima rate of interest as published in the Money Rates Section of the Wall Street Journal or the first business day of each month, regardless of when such rates were quoted by the Commercial Banks to the Wall Street Journal.

(D) INTEREST DURING THE REVOLVING LINE OF CREDIT TERM. Interest will accrue on the revolving line of credit during the interest rate period.

outstanding principal balance after payment of that check that has a numerator of t 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 substance equally principle

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

(1) Payments. The 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 before the payment due date shown on each Billing Cycle. During the Closed-End Repayment Term you agree to pay before the payment due date shown on each Billing Cycle. The due date for each Billing Cycle is approximately twenty-five (25) days after the close of the billing cycle.

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Upon payment in full of all sums secured by this Mortgage, and termination of this Agreement, we shall promptly refund to you any funds held by us, in under paragraph 20. If 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 payment only.

4. CHARGES, ETC. 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 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 ; LEASEHOLD. 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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18. **RIGHT TO REDUCE LINE OF CREDIT.** We may, during the revolving line of credit term, reduce our 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 charge in your financial circumstances gives us reason to believe that you will not be able to make the required payments; (c) government action precludes us from charging the annual percentage rate permitted by the agreement or governmen tal 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 increases us from more than one-half of one percent to more than one-half of three percent; (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 to you have been removed.

(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, or in the event of a default under the Agreement, until paid at the rate provided, in addition to the rate of interest charged to Your account. The principal balance outstanding under the Agreement after default shall continue to accrue interest until paid at the rate provided, in addition to the rate of interest charged to Your account. The principal balance outstanding under the Agreement after default shall continue to accrue interest until paid at the rate provided, in addition to the rate of interest charged to Your account.

17. DEFECTS: (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 this Agreement or pursuant to this Mortgage; (2) Your action or inaction adversely affects our security for the Agreement or any mortgage, or the SecuritY Agreement; (3) You give or give false or materially misleading information in connection with any loan 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.

16. PRIOR MORTGAGES. You covenant and agree to comply with all of the terms and conditions of any mortgages, trust deed or similar security instruments affecting the property which has or may have priority over this mortgage, including specifically, but not limited to, timely making the payments due thereunder.

17. COVENANTS. You covenant and agree to comply with all of the terms and conditions of any mortgages, trust deed or similar security instruments affecting the property which has or may have priority over this mortgage, including specifically, but not limited to, timely making the payments due thereunder.

18. REMEDIES. Your failure to make such payments or keep such terms, conditions and covenants as provided for in such Prior mortgages, or to make such payments or keep such terms, conditions and covenants as shall constitute a default under this Mortgagage, including specifically, but not limited to, timely making the payments due thereunder, shall entitle the Lender to exercise its rights and remedies under this Mortgagage, including specifically, but not limited to, foreclosing this Mortgagage, instituting an action to recover the amount due hereunder, or taking such other action as the Lender may lawfully take to collect the amount due hereunder.

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 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 same affecting provision. To this end the providers of this Mortgage and the Agreements shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the same affecting provision. To this end the providers of this Mortgage and the Agreements shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the same affecting provision.

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 otherwise specified, to your address as set forth above. Any notice given by delivery or by mail shall be deemed to have been given when delivered or when deposited in the mail. Any notice given by telephone or facsimile shall be deemed to have been given when sent.

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 exceed the permitted limits shall be refunded to you. We may choose to refund this principal or to refund the principal owed under the agreement or by mailing a direct payment to you. If a refund reduces principal, the reduction will be treated as a partial repayment without the preparation charge under the Agreement.

12. LOAN CHARGES. If the Agreement is breached by exceeding this mortgage as an owner or by collecting it before maturity, the lender may collect all charges and other loan charges collected or to be collected in

Paragraph 19. Your covarriants and agreements and agreements shall be joint and several. Any Mortgagor who co-signs this Mortgage shall be liable for all obligations under this Agreement.

11. SUCCESSOR AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The governments and by us in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

modifications against 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

If you sustain damages as a result of a covered event, you may make a claim for compensation. We will pay the amount of your claim up to the limit of insurance coverage. You will be responsible for deductibles and co-payments. Your claim will be processed by us or by your health care provider.

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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 (not earlier than 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 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: AUGUST 2, 1993

IF MORTGAGOR IS AN INDIVIDUAL:

Thomas M. Doody
Individual Mortgagor THOMAS M. DOODY

Joan R. Doody
Individual Mortgagor JOAN R. DOODY

Other Owner

STATE OF ILLINOIS)
 | SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that THOMAS M. DOODY AND JOAN R. DOODY, HUSBAND AND 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.

Given under my hand and official seal, this 2nd day of August, 1993.

Commission Expires: 3/195

"OFFICIAL SEAL"
Debra L. O'Shaughnessy
Notary Public, State of Illinois

Notary Public

IF MORTGAGOR IS A TRUSTEE:
My Commission Expires 1/1994

not personally but solely as trustee as aforesaid

By: _____ (Title)

ATTEST: _____
Its _____ (Title)

STATE OF ILLINOIS)
 | SS
COUNTY OF)

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

9362613

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

Commission Expires:

CityBank, Federal Savings Bank
610 Main Ridge Center, Suite 100-100
St. Louis, Missouri 63141

Notary Public

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Property of Cook County Clerk's Office

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