This instrument was

JOHN STIKER prepared by:

ST. LOUIS, MO 63141

THIS MORTGAGE ("Mortgage") is made this <u>18TH</u> day of <u>AUGUST</u>. RSHALL E. SOLOMON, AS TRUSTEE UNDER TRUST AGREEMENT MARSHALL E. 1991 AND KNOWN AS THE MARSHALL E. SOLOMON LIVING TRUST

(herein "You," "Your" or "Yours") and the Mortgages, Citibank, Federal Savings Bank, a corporation organized and existing under the laws of the United States, whose address is 670 Mason Ridge Center Drive, St. Louis, Missouri 63141) herein "We." "Us" or "Our"}

THE MARSHALL E. SOLOMON LIVING TRUST

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 Limit") or so much of such principal as may be advanced and outstanding, with interest thereon, providing for per odic 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 r≥payment 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 myde 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 hereoft 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 rame 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 mort ago, 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 'flir ois:

UNIT NUMBER 13-B AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFL'LR REFERRED TO AS "PARCEL"): THAT PART SEE ATTACHED RIDER FOR COMPLETE LEGAL

P.I.N. No. 04-23-302-037-1002 which has the address of ... 1736-B WILDBERRY DRIVE

ILLINOIS 60025

GLENVIEW

(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 Illingis land trust, warrant and will defend generally the title to the property against all claims and de nands, 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 Revalving 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 676 Mason Ridge Center Drive -- MST 760 St. Louis, Missouri 63141

**EQUITY SOURCE ACCOUNT MORTGAGE** 

Page 1 of 5

FORM 3981D 4/90 **DPS 1123** 

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SOURCE WE SOURCE

(astallments 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 outstanding principal balance after payment of that check that has a numerator of 4 and a denominator equal to the number 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 minimm have used an Equity Source Account check that has not been posted to your account as of the Conversion Date, as defined Glosed-End Principal Balance (the Principal Balance owed by you to us at the end of the Revolving Line of Gredit). (If you Pariodic Billing Statement a minimim payment due computed in the same as above, plus \$1/240th of your initial Billing Cycle. During the Closed-End Repsyment Term you agree to pay on or before the psyment 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

Outstanding Principal Balance of your Equity Source Account during the Revolving Line of Credit Term as defermined by (D) INTEREST DURING THE REVOLVING LINE OF CREDIT TERM. You agree to pay interest (a "Finance Charge") on the

Money Center Commercial Sanks. 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. the tirst business day of each month, regardless of when such rates were quoted by the Commercial Banks to the Wall on shall be the Wall be the prime rate to interest as published in the Money Rates Section of the Wall Street fournal on "aten on the of the second of the contract of t JaemeergA edt

estall apatranay laurna" amas arty yllastastatus ni stiestanta and estastantiati apraet att os ""nietgie Me s the Wall Street Journal, we will select a new Reference Rate that is based upon comparable information, and if necessary, any applicable day, the lowest rate so published shall apply. In the event such a Reference Rate ceases to be published by

which the effective date of this Agreement occurs. atter the effective da e of this Agreement, the Reference Rate shall be the one determined on the first day of the month in determined on the 👫 🚾 Desiness 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 of coive for your initial Billing Cycle shall be determined in one of two ways. It your initial Billing Cycle The Reterence Rate so determined shall be effective for any Billing Cycle that begins in that month. However, the

Finance Charges will be acsessed on a daily basis by applying the Daily Periodic Rate (the "Daily Periodic Rate") is the %) percent for the applicable Billing Cycle. 00:0 to "nigram" a zuig etaft beconstelled ed land ("etaft epatheared leunne ) treater to eta ruo?

Account for each day of the Billing Cycla in which there is an Outstanding Principal Balance. Annual Percontage Rate applicable to 1/3st Billing Cycle, divided by 365) to the Daily Principal Balance on your Equity Source

beginning on the day after the Conversion Date at a 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 (5) INTEREST DURING THE CLOST D-5 4D REPAYMENT TERM. You agree to pay interest (a Finance Charge) during the

not been posted to your account as of the Conversion Dife, and those checks are subsequently paid by us, your initial periodic Billing Statement for your One Hundred Twinty First (12 tat) Billing Cycle as the Outstanding Principal Balance and

Clo∴ed−End Principal balance will be increased on subsequent p sribdic Billing Statements to reflect such Loans. is referred to herein as the "initial Closed-End Principa" Palance". If you have used Equity Source Account checks that have Your Outstanding Principal Balance at the begining of the Closed-End Repayment Term is that sum disclosed on the

Acesey (G) f Agasgasag in her greement in the Agreement and in the Agreement and in our based ysey. Iliw bis benimised Percentage Aste during the Losed-End Repayment Terent leunnal terest into etter and

(woled benileb) The "Current Reference Rate" is the most recent Reference H e yvallable sixty (60) days prior to each "Change Date";

may occur on the first day of the Closed-End Repayment Term and on the same ray of the month every twelve (12) months of the Closed -End Repayment Term, is a "Change Date", Interest rate charges during the Closed-End Repayment Term Each day on which the interest rate effective during the Clused-End-Repayment Term may change, and the first day

deforming the Current Reference Rate, and the new interest rate will be equal to the Current Reference Rate, plus the 1 .... O. L. O. L. M. S) percent. On a ch succeeding Change Date, we will The interest rate offective on the First Change Date will be the Current Reference Rate plus a Margin of

Each new interest rate will become effective with each Change Date, and will be someried in the payment due Margin of SERO

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 Dato.

to are it any. The basis of entering are called a second items." We may estimate the tunds due on the basis of current data and payments of ground rents on the property, if any; (c) yearly hazard insurance preiniums; and (d) yearly mortgage insurance blodessel glasse (ii) jegettiom zidt aver gliteitg zeer diffe may stanger die jegetty lesset glassel (ii) yeset on the day periodic payments are due under the Agreement until this Mortgage is released, a sum "funds") equal to

showing credits and debits to the tunds and the purpose for which each debit to the tunds was made. The funds are pay you any interest or narnings on the funds. We shall give to you, without charge, an annual accounting of the funds the funds. Unless an agreement is made or applicable law requires interest to be paid, we shall not be required to on the tunk applicable law permits us to the uch a charge. You and we may agree in writing that interest shall be charge for holding and applying the funds, analyzing the account or varifying the escrow items, unless we pay you interest state agency lincluding us it we are such an institution). We shall apply the funds to pay the escrow items. We may not or strong that per hald in an institution the deposits or accounts or which are insured or guaranteed by a federal or

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

deficiency in one or more payments as required by us. held by us is not sufficient to pay the escrow items when due, you shalt pay to us any amount necessary to make up the

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reasonable estimates of future escrow items.

required and at the previous Reference Rate.

Upon payment in full of all uns leture Lby this Mortgage, and termination of his Agreement, we shall promptly refund to you any funds hild or us. Culder paragraph 26, the property is soit 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 ascrow shall be excused so long as you are required on the data hereof, and continue after the data 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; LIFNS. You shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attributable to the property which may attribute 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 or maintained in the amounts and for the periods that we require. The insurance carrier providing the insurance shall be chose; 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 of we require, you shall promptly give to us all receipts of paid premiums and renewal notices. In the event of loss, you shall 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 a restore the property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin whan 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 isuch 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, rights reasonable attorneys' fees and entering on the property to make repairs. Although we may take action under this pagagraph 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 is market value of the property immediately before the taking. Any balance shall be paid to you.

## **UNOFFICIAL COPY**

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Mortgage, whether or not then due. collect and apply the proceeds, at our option, either to restoration or repair of the property or to the sums secured by this to tale the matter is a second to us within thirty (30) days after the date the notice is given, we are authorized to

If you abandon the property, or it, after notice by us to you that the condemnor offers to make an award or settle a

Unless we and you otherwise agrea in writing, any application of proceeds to principal shall not extend or postpone

10. YOU'RE NOT RELEASED; FORBERRANCE BY US NOT A WAIVER. Extension of the time for payment or the due date of the periodic payments referred to in paragraphs 1 and 2 or change the amount of such payments.

the sums secured by this Mortgage by reason of any demand made by you or your successors in interest. Any forbearance to noistailtome ylibom aziwatho to framyeq tot amit bnetke of azutet to tantoni ni tozzaoouz yne taniega zgnibaeootq estate to release the liability of your original successor in interest. We shall not be required to commence tiede attor of the same of the same secured by the Mortgage greated by any successor in interest of yours altei

by us in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

s doub accommonstant the terms of this Mortgage of the Agreement without that Mortgagor's consent. Mortgage; and (c) agrees that we and any other Mortgagor may agree to extend, modify, torbear or make any interest in the property under the terms a tint to against (b) is not personally obligated to pay the sums secured by this execute the Agreement (a) is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's paragraph 19. Your covenants and agreements shall be joint and several. Any Mortgagor who co-signs this Mortgage but agrasments of this Mortgage shall bind and benefit our and your successors and assigns, subject to the provisions of The covenants and 11. SUCCESSOR AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS.

answers without any preparament charge under the Agreement. Agreement or by m. king a direct payment to you. If a refund reduces principal, the reduction will be treated as a partial permitted limits will be refunded to you. We may choose to make this refund by reducing the principal owed under the necessary to reduce the charge to the permitted limit; and the any sums already collected from you which exceeded connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount charges, and that law finderpreted so that the interest or other loan charges collected or to be collected in 12. LOAN CHARGES. If the Agreement secured by this Mortgage is subject to a law which sets maximum loan

have been given as provided in this seragraph. at bemeab ad lisats agagnoted for in this to the provided for in this Mortgage shall be deemed to any other address you designate by notice to us. Any notice to us shall be given by tirst class mail to our address stated class mail, unless applicable law requires use of another method. The notice shall be directed to the property address or 13. NOTICES. A iy mistice to you provided for in this Mortgage shall be given by delivering it or by mailing it by first

Agreement contiicts with applicable law, such to alliet and leftect other privisions this Mortgage or the Agreement the jurisdiction in which the properious solutions are that any provision or clause of this Mortgage or the 14. GOVERNING LAW: SEVER ARRITY. This Mortgage shall be governed by federal law and regulation and the law of

15. YOUR COPY. You shall be given one confurmed copy of the Agreement and of this Mortgage. Agreement are declared to be severable. which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the

16. PRIOR MORTGES. You coverent and Jame to comply with all of the terms and conditions and coverants of

Mortgagor is identified below by executing this Mortgage as an "Other Owner" of the Property.

Joeraft OS dqeageaeq ni bailisada trust deeds or security agreements shall constitute a default under this Mortgage, and we may invoke the remedies Your failure to make such payments or keep such terms, candifions and covenants as provided for in such prior mortgages, Mortgage, including specifically, but not limited to, timeing the payments of principal and interest due thereunder. any mortgage, trust deed or similar security instrument of ecting the property which has or may have priority over this

described in paragraph 19 below; or (5) any of you die. or in your application for the Equity Source Account; (4) title to your join,, the property, is transferred as more fully in that security; (3) you gave or give us any false or materially misleading impremation in connection with any Loan to you Security Agreement; (2) your action or inaction adversely attects our selent by for the Agreement or any right we may have Mortgage: (1) failure to pay when due any sum of money due under the Agreement or pursuant to this Mortgage, or the DEFAULT. (a) The occurrence of any of the following events shall constitute a default by you under this

require you to pay immediately the principal balance outstanding, any and all miterast you may owe on that amount, (b) If you are in default under the Agreement or this Mortgage, we may kirm nate your Equity Source Account and

the condition that led us to the detault no longer exists. terminate your account, you must notify us in writing if you would like to obtain further Loans and san demonstrate that you ander the Agreement, (reduce your Credit Limit). If we refuse to make additional Loans to you affer default, but do not due and owing under the Agreement, in the event to a default, we shall have the right to refuse and any and a sadditional Loans to default had occurred. In addition to the right to terminate your Equity Source Account and occlare all sums immediately on it se fremeergA ant ni 101 belivore ets ant te bise litru tresteri usos of euritroo fisht fustes vette fremeergA together with all other fees, costs or premiums charged to your account. The principal balance outstanding under the

would like to their further banes and can demonstrate the conditions that gave us the right to reduce to make further refuse to make further Loans to you, but do not terminate your Equity Source Account, you must notify us in writing if you constitutes an unsafe and unsound practice; or (f) you are in default of any material obligation under the Agreement. If we more increases in the Reference Rate; (e) we are notified by our Regulatory Agency that continuing to make Loans to end of a figure of a figure of the Agreement prevent in the Agreement prevents and the figure of such that the value of our security interest falls below 120 percent of your Credit Limit; (d) the cap on the maximum charging the Annual Percentage Rate permitted by the Agreement or governmental action adversely attacts our lien priority activity to believe that you will not be able to make the required payments; (c) governmental action precludes us trom eaving absorts into a more which the Agreement was based; (d) a material change in your financial circumstances gives or suspand your credit privileges (refuse to make additional Loans) it: (a) the value of your property in spanificantly 18. RIGHT TO REDUCE LINE OF CREDIT. We may, during the Revolving Line of Credit Term, reduce vibur Credit Limit

BELL SHO containing an option to purchase, we may, at our option, declare all successed by this Mortgage to be immediately due ton teal to a three death to the grant to many out to the grant of any leasehold interest of three (3) years or less not the creation of a purchase money security interest for household appliances. (b) a transfer by devise, descent or by es the property or the beneficial interest in the title holding land trust, without our prior written consent, excluding (a) transforeat, or it you or the title holding trust enters into Articles by greenment for Deed or any agreement for installent you or it the beneficial interest or any part thereof in any land trust holding title to the property is assigned, sold or 19. THANSFER OF THE PROPERTY. If all or any part of the property, or an interest therein is sold or transferred by

- 20. ACCELERATION: REMEDIES. We shall give notice to you prior to acceleration following your breach of any covunant or agreement in this Markage (but not prior to acceleration under paragraph 9 viless applicable law provides otherwise). The notice shall specify (At the lefa lit; b) the action requirement of use 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 forecome 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 aforesals, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly undersuod 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 coverants either express or implied herein contained, all such liability, if any, being expressly walved, and that any recovery on this infortgage 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.

and that any recovery on this Nortgage 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 18, 1993
IF MORTGAGOR IS AN INDIVIDUAL.  Individual Mortgagor
Other Owner Individual Mortgagor
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
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, thisday of
Commission Expires:
IF MORTGAGOR IS A TRUST: THE MARSHALL E. SOLOMON LIVING TRUST
By: X   Caplable   Critical   Cri
ATTEST: ASTRISEE
Its (Title)
STATE OF ILLINOIS  ) SS  COUNTY OF (Col. )  I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that  MacSoc) E. Salamon , President and 3 1038 C
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 used and purposes therein set forth, and the saidSecretary 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 18th day of August 186
Commission Expires:  Contribute, Federal Savings Bank Storm Notary Public Page 5 of 5  Notary Public Page 5 of 5  Notary Public State of Infants Notary Pub

## UNOFFE CLASHIPTION OPY

UNIT NUMBER 13-B AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIPED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"): THAT PART OF BLOCK 2, IN VALLEY LO-UNIT FIVE, BEING A SUBDIVISION IN SECTION 23, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING ON THE NORTH LINE OF SAID BLOCK 2, AT A POINT WHICH IS 969.54 FEET EAST FROM THE NORTHWEST CORNER OF SAID BLOCK 2, AND RUNNING THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE OF BLOCK 2, A DISTANCE OF 171.41 FEET TO THE NORTHEASTERLY LINE OF WILDBERRY DRIVE; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF WILDBERRY DRIVE, BEING HERE A STRAIGHT LINE, A DISTANCE OF 162.64 FEET TO AN INTERSECTION WITH A LINE WHICH IS PERPENDICULAR TO THE NORTH LINE OF SAID BLOCK 2, AND WHICH INTERSECTS THE NORTH LINE OF SAID BLOCK 2 AT A POINT WHICH IS 1084.54 FEET EAST FROM THE NORTHWEST CORNER OF SAID BLOCK 2; THENCE NORTH ALONG SAID LAST DESCRIBED PERPENLICULAR LINE, A DISTANCE OF 286.41 FEET TO SAID NORTH LINE OF BLOCK 2, AND THENCE WEST ALONG SAID NORTH LINE OF BLOCK 2, A DISTANCE OF 115.0 FEST TO THE POINT OF BEGINNING WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO A CERTAIN DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY THE NORTHWEST NATIONAL BANK OF CHICAGO AS TRUSTEE UNDER A CERTAIN TRUST AGPLEMENT DATED FEBRUARY 2, 1971 AND KNOWN AS TRUST NUMBER 1007, AND RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT NUMBER 21867099 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

04-23-302-037-1002

"GAGE MORTGAGOR FURTHERMORE EXPRESSLY GRANTS TO THE MORTGAGEE ITS SUCCESSORS AND ASSIGNS AS RIGHTS AND EASEMENTS APPURTENANT TO THE 1.80/E DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION AND ALL OTHER FIGHTS AND EASEMENTS OF RECORD FOR THE BENEFIT OF SAID PROPERTY. THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

THIS RIDER IS ATTACHED TO AND MADE A PART OF THIS MORTGAGE DATED AUGUST 18, 1993 A.D.

## UNOFFICIAL CC 4445127867

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 18TH day of AUGUST

, 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 Note to

CITIBANK, FEDERAL SAVINGS BANK

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1736-B WILDBERRY DRIVE, GLENVIEW, ILLINOIS 60025

(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

VALLEY LO NORTH

(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINALIM COVENANTS. In addition to the covenants and agreements made in the Security

Instrument, Bo rower and Lender further covenant and agree as follows:

A. CONDOMIT'IUM OBLIGATIONS. Borrower shall perform all of Borrower's obligations under the Condominium Projects Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent cocuments. Borrower shall promptly pay, when due, all dues and assensments imposed pursuant to the Constituent Documents.

B. HAZARD INSURANCE. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "planket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including file and hazards included within the term "extended coverage," then: (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for begand insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the  $\epsilon x$  ent that the required coverage is provided by the Owners

Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard instrance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. PUBLIC LIABILITY INSURANCE. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount,

and extent of coverage to Lender.

D. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or o'ne taking of all or any part of the Property, whether of the unit or of the common elements, or to any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. LENDER'S PRIOR CONSENT. Borrower shall not, except after notice to Lender and with Lender's

prior written consent, either partition or subdivide the Property or consent to

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or canal casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association: or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. REMEDIES. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest upon notice from Lender to Borrower requesting payment. BY SIGNING BELOW. Borrower accepts and agrees to the terms and provisions contained in this

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