

This instrument was

prepared by: JOHN STIKER
ST. LOUIS, MO 63141

THIS MORTGAGE ("Mortgage") is made this 28TH day of SEPTEMBER, 1993, between Mortgagor, JAY F. SWANSON AND MARY JANE SWANSON, 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 670 Mason Ridge Center Drive, St. Louis, Missouri 63141 herein "We," "Us" or "Our".

WHEREAS, JAY F. SWANSON AND MARY JANE SWANSON, 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 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 51 IN LAMPLIGHTER ADDITION TO ORLAND PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JANUARY 28, 1987, AS DOCUMENT NUMBER 3587107. . DEPT-11 RECORD-T \$29.00

P.L.N. No. 27-03-110-006

which has the address of 13716 SOUTH 92ND AVENUE
(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
670 Mason Ridge Center Drive - MAT 780
St. Louis, Missouri 63141

EQUITY SOURCE ACCOUNT MORTGAGE
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FORM 2981D 6/90 DPB 1123

29.00

PET 1-657136

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If the amount of the funds held by us, together with the future monthly payments of funds payable prior to the due date of the account of the funds held by us, exceeds the amount required to pay the severance 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 institution the deposits of which are insured or guaranteed by a Federal or State agency holding an insurance institution as such such as the Federal Home Loan Bank Board, the Federal Deposit Insurance Corporation, the National Credit Union Administration, or the National Insurance Fund.

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 periodic payments are due under this Agreement until this Mortagage is released, a sum ("Funds") equal to one-twelfth of (a) Yearly taxes and assessments which may affect our property over this Mortagage, (b) Yearly insurance premiums, (c) Yearly hazard insurance premiums; and (d) Yearly insurance 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.

The interest rate effective on the First Change Date will be the Current Rate plus a Margin of **2.00%**. The margin of **2.00%** is determined by the Current Reference Rate, and the new interest rate will be equal to the Current Reference Rate, plus the margin of **2.00%**. On each successive changing Change Date, we will determine the Current Reference Rate, and the new interest rate will be equal to the Current Reference Rate, plus the margin of **2.00%**.

Each day on which the interest rate effective during the Closed-End Repayment Term may change, and the first day (defined below) of the Closed-End Repayment Term, is a "Change Date". Interest rate changes during the Closed-End Repayment Term may occur on the first day of the Closed-End Repayment Term and on the last day of the month every twelve (12) months thereafter.

(E) INTEREST DURING THE CLOSURE-EN) REPAYMENT TERM. You agree to pay interest (a Finance Charge) during the Closed-End Repayment Term on the Outstanding Principal Balance of Your Equity Source Account until the full Outstanding Principal Balance has 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 until the full Outstanding Principal Balance has been paid is calculated by multiplying the principal balance of your equity source account by the interest rate per annum of the Closed-End Repayment Term. You agree to pay interest (a Finance Charge) during the Closed-End Repayment Term on the Outstanding Principal Balance of Your Equity Source Account until the full Outstanding Principal Balance has 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 until the full Outstanding Principal Balance has been paid is calculated by multiplying the principal balance of your equity source account by the interest rate per annum of the Closed-End Repayment Term or the interest rate per annum of the Closed-End Repayment Term as the case may be.

Your rate of interest ("Annual Percentage Rate") shall be the Reference Rate plus a "Margin" of **1.00** (%). The applicable Cycles will be based on a daily basis by applying the Daily Periodic Rate ("Daily Periodic Rate") to the Reference Rate each day of the Billing Cycles in which there is an Outstanding Principal Balance.

The Reference Rate shall be effective for any Billing Cycle that begins in that month. However, the Reference Rate under this provision may never exceed:

- (a) The Reference Rate determined under this provision for the previous month;
- (b) The Reference Rate determined under this provision for the current month; or
- (c) The Reference Rate determined under this provision for the previous month plus the difference between the Reference Rate determined under this provision for the previous month and the Reference Rate determined under this provision for the current month, multiplied by the fraction representing the number of days in the current month divided by the number of days in the previous month.

Reference Rates under this provision shall be effective for the first day of the month in which the effective date of this Agreement, the Reference Rate shall be the one determined on the first day of the month in which the effective date of this Agreement occurs.

The rates of interest ("Annual Presentage Rate"), will be determined and will vary based upon a "Referrance Rate". This Referrance shall be the prime rate of interest as published in the Money Rate Section of the Wall Street Journal on the first business day of each month, regardless of when such rates were quoted by the Commerical Banks to the Wall Street Journal. The Referrance Rate is defined by the Wall Street Journal as the base rate on corporate loans at large U.S. Money Center Commercial Banks. In the event more than one Referrance Rate is published by the Wall Street Journal for any applicable day, the lowest rate shall apply. In the event such a Referrance Rate does not publish a Referrance Rate that is based upon a new Referrance Rate that is based upon information in the Wall Street Journal, so that the change in the Referrance Rate results in substantial injury the same "Annual Presentage Rate" as published in the Money Rate Section of the Wall Street Journal, was will select a new Referrance Rate that is based upon information in the Wall Street Journal, and if necessary, any applicable day, the lowest rate to be published shall apply. In the event such a Referrance Rate does not publish a Referrance Rate that is based upon a new Referrance Rate that is based upon information in the Wall Street Journal, so that the change in the Referrance Rate results in substantial injury the same "Annual Presentage Rate" as published in the Money Rate Section of the Wall Street Journal, and if necessary, any applicable day, the lowest rate to be published shall apply.

(5) Principal necessary to reduce the Outstanding Balance of Your Account to Your Credit Limit; and (6) Any past due payments. The payment due date for each Billing Cycle is approximately twenty-five (25) days after the close of the Billing Cycle. During the Closely-End Repayment Term you agree to pay on or before the payment due date shown on each Billing Statement a minimum payment due amount equal to the payment due date shown on each Billing Statement plus 1/24th of your initial principal balance. If you have used an Equity Source Account that has not been posted to your account as of the Revolving Line of Credit, (if you have used an Equity Source Account that has not been posted by you as of the end of the Revolving Line of Credit), (if you have used an Equity Source Account that has not been posted by you as of the end of the Revolving Line of Credit), as defined in the Agreement, and that check is subsequently paid by us as provided in Paragraph 2 (C) 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, your minimum payment thereafter will include, instead of 1/24th of your initial Closely-End Principal Balance, a fraction of the outstanding principal balance after payment of that check that has a numerator of 1 and a denominator equal to the number of Billing Cycles left in the Closely-End Repayment Term, so that your account is fully paid in subscriber installments by the maturity date.

(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 installments by the maturity date.

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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. Under paragraph 20, if 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. Charge incurred pursuant to paragraph 7 hereof will be treated as Finance Charges for purposes of application of payment only.

4. CHARGES; LIENS. You shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain priority over this Mortgage, and household 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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18. TRANSFER OF THE PROPERTY. If all or any part of the property, or an interest therein is sold or transferred by you or if the beneficial interest of any part thereof in any land trust holding title to the property is assigned, sold or transferred, or if you or the trustee holding title to the property is dissolved, sold or transferred, or if you or the beneficial interest of any part thereof in any joint tenancy, or an interest therein is sold or transferred by the co-owners of a joint tenancy, or if the grant of any easement interest of these (x) years or less not constituting an option to purchase, we may, at our option, declare all sums secured by this Mortgage to be immediately due and payable.

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 (refuses to make additional loans); if: (a) the value of your property or assets below the appraised value upon which the Agreement was based; (b) a material change in your financial circumstances gives us reason to believe that you will not be able to make the required payments; (c) government action from charging the Annual Percentage Rate permitted by the Agreement or governamental action from such time as the value of our security interest falls below 120 percent of your credit limit; (d) the default provided in the Agreement; (e) we are notified by our Regulator 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.

(b) If you are in default under this Agreement or this Mortgagage, we may, at our option, require you to pay in immediate full principal balance outstanding, 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 this Agreement after default shall continue to accrue interest until paid at the rate provided for in the Agreement, in addition to accrued interest charged to your account. The principal balance outstanding under this Agreement after default shall continue to accrue interest until paid at the rate provided for in the Agreement, in addition to accrued interest charged to your account. The principal balance outstanding under this Agreement after default shall continue to accrue interest until paid at the rate provided for in the Agreement, in addition to accrued interest charged to your account. The principal balance outstanding under this Agreement after default shall continue to accrue interest until paid at the rate provided for in the Agreement, in addition to accrued interest charged to your account.

17. DEFALKT. (a) The occurrence of any of the following events shall constitute a default by You under this Mortgage: (1) failure to pay when due any sum of money due under the Agreement or pursuant to this Agreement; (2) Your action or inaction adversely affects our security for the Agreement or any right we may have in that security; (3) You gave or gave us any false or materially misleading information in connection with any loan to You or in Your application for the Equity Source Account; (4) title to Your home, the property, is transferred as more fully

18. PRIOR MORTGAGES. You covenant and agree to comply with all of the terms and conditions of any mortgage, trust deed or similar security instrument relating to the premises and covenants of this Agreement, including specifically the provisions of prior mortgages, and we may invoke the remedies

14. GOVERNING LAW; SEVERABILITY; THIS MORTGAGE SHALL BE GOVERNED BY FEDERAL LAW AND REGULATION AND THE LAW OF THE JURISDICTION IN WHICH THE PROPERTY IS LOCATED. IN THE EVENT THAT ANY PROVISION OR CLAUSE OF THIS MORTGAGE AGREEMENT CONTROVERSY IS DECODED, IN THE EVENT THAT ANY PROVISION OR CLAUSE OF THIS MORTGAGE OR THE AGREEMENT IS HELD UNCONSTITUTIONAL, ILLEGAL, OR OTHERWISE NOT AFFECTION OTHER PROVISIONS OF THIS MORTGAGE, THE AGREEMENT SHALL NOT AFFECT THE CONSTITUTIONALITY OF THE OTHER PROVISIONS OF THIS MORTGAGE AND THE AGREEMENT SHALL BE DECODED TO BE SEVERABLE.

13. NOTICES. Any notices to you provided for in this Mortgage shall be given by delivering it or by mailing it or by affixing it to your door or by sending it to your address we designate by notice to you. Any notice provided for in this Mortgage shall be deemed to have been given when delivered to you or to our address stated herein or any other address we designate by notice to us. Any notice to us shall be given by first class mail to our address or any other address you designate by notice to us. The notices shall be directed to the property address or class mail, unless supplied otherwise, and requires use of another method. The notices shall be given by first class mail, unless supplied otherwise, and requires use of another method.

12. LOAN CHARGES. If this Agreement is secured by this Mortgagor is subject to a law which sets maximum rates of charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any sums already collected from You which exceed the permitted limits will be refunded to You. We may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to you. If a refund reduces principal, the reduction will be treated as a prepayment without regard to the terms of this Agreement.

11. SUCCESSOR AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The co-signers and agreements of this Mortgagor shall bind and benefit our and your successors and assigns, subject to the provisions of paragraph 19. Your survivors and agreements shall be joint and several. Any Mortgagors who co-sign this Mortgage do not execute the Agreements (a) in co-signing this Mortgage only to Mortgages, grants and convey that Mortgagor's interest in the property under the terms of this Mortgage, grants and convey that Mortgagor's interest to the terms of this Mortgage as an "Other Owner" of the Property.

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

10. YOU'RE NOT RELEASED; FORBEARANCE BY US NOT A WAIVER. Extension of time for payment of

modifications of amortization of the sums advanced 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 of you or your successors in interest if any demand made by you or your successors in interest.

If you abandon the property, or if, after notice by us to you that the condominium offers to make an award or settle claim for damages, you fail to respond to us within thirty (30) days after the date the notice is given, we are authorized to collect and apply the proceeds, at our option, either to restoration or repair of the property or to the sums secured by the

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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 20 unless applicable law provides otherwise). The notice shall specify: (a) time 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: SEPTEMBER 28, 1993

IF MORTGAGOR IS AN INDIVIDUAL:

Jay F. Swanson
Individual Mortgagor JAY F. SWANSON

Mary Jane Swanson
Individual Mortgagor MARY JANE SWANSON

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 JAY F. SWANSON AND MARY JANE SWANSON, 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 28 day of September, 1993.

Commission Expires: 11-14-96

Notary Public

IF MORTGAGOR IS A TRUST:

" OFFICIAL SEAL "
LINDA ESPPOSITO
NOTARY PUBLIC IN THE STATE OF ILLINOIS solely as trustee as aforesaid
MY COMMISSION EXPIRES 11/4/96

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.

b224466

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

Commission Expires:

CITIBANK, Federal Savings Bank
870 Mason Ridge Center Drive - MS# 780
St. Louis, Missouri 63141

Notary Public

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