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CITIBANK COPY Form 683 (08/97)

One South Dearborn, Chicago, Illinois 60603

fully paid in substantially equal principal installments by the Maturity Date. ... (C) Agreed Periodic Payments. During the term of the Agreement secured by this Mortgage is therefore approximately thirty (30) years.

(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.

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 other fees, charges or premiums imposed by the Agreement.

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.

P.L.N. No. 1: 09-16-106-029
P.L.N. No. 2: 09-16-106-030

LOT EIGHT(8) LOT NINE(9) IN THE SUBDIVISION OF THE NORTH HALF (1/2) OF LOT TWENTY-FIVE (25) OF L. HODGES' SUBDIVISION IN SECTION SIXTEEN (16) AND SEVENTEEN (17), TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(claim) to us the following described property ("Property") located in the County of Cook and State of Illinois: mortgage, grant, convey and warrant (unless you are an Illinois land trust, in which case you mortgage, grant, convey and quitclaim) to us the following described property ("Property") located in the County of Cook and State of Illinois:

WHERAS, is (are) indebted to us pursuant to an Equity Source Account Agreement ("Agreement") of even date hereto, 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. \$ 50,000.00, (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, hereafter, for periodic installment payments of principal 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").

THIS MORTGAGE ("Mortgage") is made on May 3, 1993 between Mortgagee, Virginia Durb, A/K/A Virginia R. Durb-Meanner, and Sidney Meanner her husband (herein "You," "Your" or "Yours"), and the Mortgagee, Citibank Federal Savings Bank, a corporation organized and existing under the laws of the United States, whose address is One South Dearborn Street, Chicago, Illinois 60603 (herein "We," "Us" or "Our").

This instrument was prepared by: *Hortelia Hernandez*
Chicago, Illinois 60603

Equity Source Account
MORTGAGE
COOK COUNTY, ILLINOIS
FILED FOR RECORD
93 MAY 10 PM 12:20

Ref.No.: 4445099678
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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 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

such funds in escrow. 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

Upon payment in full of all sums secured by this Mortgage, and termination of the Agreement, we shall promptly refund to you any funds held by us. If under paragraph 2, 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.

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

The fund shall be held in an institution the deposits or accounts 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 applicable law requires interest to be paid, we shall not be required to pay you any interest or earnings on the funds. We shall give you, without charge, an annual accounting of the funds showing credits and debits to the funds and the purpose for which each debit to the funds was made. The funds are pledged as additional security for the sums secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by us, you shall pay to us on the day periodic payments are due under the Agreement until this Mortgage is released, a sum ("Funds") equal to one-twelfth of (a) yearly taxes and assessments which may attach prior to the Mortgage; (b) yearly leasehold payments of ground rent on the property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." We may estimate the funds due on the basis of current data and reasonable estimates of future escrow items.

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

(1.2500 %) percent. and the new interest rate will be equal to the Current Reference Rate, plus a Margin of ONE AND ONE QUARTER

ONE QUARTER (1.2500 %) percent. On each succeeding Change Date, we will determine the Current Reference Rate, and the interest rate effective on the First Change Date will be the Current Reference Rate plus a Margin of ONE AND

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 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.

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

The rate of interest (Annual Percentage Rate) during the Closed-End Repayment Term will be determined and will vary based upon the Reference Rate described in the Agreement and in Paragraph 1 (D) hereof.

Principal Balance will be increased on each subsequent periodic Billing Statement to reflect such Loans. Principal Balance as of the Conversion Date, and those checks are subsequently paid by us, your Initial Closed-End

been posted to your account as of the Conversion Date, and those checks are subsequently paid by us, your Initial Closed-End Billing Statement for your One Hundred Twenty First (121st) Billing Cycle as the Outstanding Principal Balance and is referred to herein as the "Initial Closed-End Principal Balance." If you have used Equity Source Account checks that have not

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 that sum disclosed on the periodic Closed-End Repayment Term on the Outstanding Principal Balance of your Equity Source Account which has not been paid.

(E) Interest During the Closed-End Repayment Term. You agree to pay interest (a Finance Charge) during the Closed-End Repayment Term on the Outstanding Principal Balance. Account for each day of the Billing Cycle in which there is an Outstanding Principal Balance.

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

QUARTER (1.2500 %) percent for the applicable Billing Cycle. Finance Charges shall be the Reference Rate plus a "Margin" of ONE AND ONE

Quarter of the Reference Rate shall be the one determined on the first business day of the month in which the effective date of this Agreement occurs.

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

Reference Rate effective for your initial Billing Cycle shall be determined in one of two ways. If your initial Billing Cycle Billing Date occurs in the same month as the effective date of this Agreement, the Reference Rate shall be the one determined on the first business day of the month in which the effective date of this Agreement occurs. However, the Reference Rate so determined shall be effective for any Billing Cycle that begins in that month. However, the Reference Rate so determined shall be effective for any Billing Cycle that begins in that month. However, the Reference Rate so determined shall be effective for any Billing Cycle that begins in that month. However, the Reference Rate so determined shall be effective for any Billing Cycle that begins in that month.

the previous Reference Rate. "Margin", so that the change in the Reference Rate results in substantially the same "Annual Percentage Rate" required under Street Journal, we will select a new Reference Rate that is based upon comparable information, and if necessary, a substitute Reference Rate that is published by the Wall Street Journal. In the event such a Reference Rate ceases to be published by the Wall Street Journal, the Reference Rate shall be the prime rate of interest as published in the Money Rates Section of the Wall Street Journal on the first business day of each month, regardless of when such rates were quoted by the Commercial Bank in the Wall Street Journal. The Reference Rate is defined by the Wall Street Journal as the base rate on corporate loans at large U.S. Money Center Commercial Bank. In the event more than one Reference Rate is published by the Wall Street Journal for any applicable day, 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, a substitute Reference Rate that is published by the Wall Street Journal.

(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 the Agreement.

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12. Loan Charges. If the Agreement secured by this Mortgage is subject to a law which sets maximum loan 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 limit; and (b) any sums already collected from you which exceeded permitted limits will be refunded to you. We may

11. Successor and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Mortgage shall bind and benefit our and your successors and assigns, subject to the provisions of paragraph 19. Your covenants and agreements shall be joint and several. Any Mortgages who co-sign this Mortgage but does not execute the Agreement; (a) is co-signing this Mortgage only to mortgage, grant and convey that Mortgages interest in the property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that we and any other Mortgagee may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage as an "Other Owner" of the Property.

10. You're Not Released; Forbearance by Us Not a Waiver. Extension of the time for payment or modification or amortization of the sums secured by this Mortgage granted by us to any successor in interest of yours shall not operate to release the liability of the 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 of the sums secured by this Mortgage by reason of any demand made by you or your successors in interest. Any forbearance by us in exercising any right or remedy shall not be a waiver or preclude the exercise of any right or remedy.

9. Condemnation. The proceeds of any award or claim for damage, 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. 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.

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. If you abandon the property, or if, after notice by us to you that the condemnor offers to make an award or settle a 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 this Mortgage, whether or not then due.

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, including paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorney's 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.

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.

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 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.

4. Charges; Liens. You shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may remain 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 directly, you shall promptly furnish to us receipts evidencing the payments.

3. Insurance Premiums. Finance charges billed but not paid due; (4) Finance charges billed but not paid due; (5) Insurance premiums billed but not yet paid due as of the current statement; and (6) payment of any Outstanding Principal Balance. Any balance of the date payment was received by us. Any remaining amount will accrue a credit balance. Charges incurred pursuant to paragraph 7 hereof will be treated as Finance charges for purposes of application of payment only.

2. 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.

1. 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.

1. Unless we and you otherwise agree in writing, 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. If you abandon the property, or if, after notice by us to you that the condemnor offers to make an award or settle a 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 this Mortgage, whether or not then due.

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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 partial prepayment without any prepayment charge under the Agreement.

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 applicable law requires use of another method. The notice shall be directed to the property address or any other address you designate by notice to us. Any notice to us shall be given by first class mail to our address stated herein or any other address we designate by notice to you. Any notice provided for in this Mortgage shall be deemed to have been given to you or us when given as provided in this paragraph.

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 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 conflicting provision. To this end the provisions of this Mortgage and the Agreement are declared to be severable.

15. Your Copy. You shall be given one confirmed copy of the Agreement and of this Mortgage.

16. Prior Mortgages. You covenant and agree to comply with all of the terms and conditions and covenants of any mortgage, trust deed or similar security instrument affecting the Property which has or may have priority over this Mortgage, including specifically, but not limited to, timely making the payments of principal and interest due thereunder. Your failure to make such payments or keep such terms, conditions and covenants as provided for in such prior mortgages, trust deeds or security agreements shall constitute a default under this Mortgage, and we may invoke the remedies specified in paragraph 20 hereof.

17. Default. (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 Mortgage, or the Security 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 give 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 described in paragraph 19 below; or (5) any of you die.

(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 addition shall continue to accrue interest until paid at the rate provided for in the Agreement as if no default had occurred. In addition to the right to terminate your Equity Source Account and declare all sums immediately due and owing under the Agreement, in the event of a default, we shall have the right to refuse to make additional Loans to you under the Agreement (reduce your Credit Limit). If we refuse to make additional Loans to you after default, but do not terminate your account, you must notify us in writing if you would like to obtain further Loans and can demonstrate that the condition that led to the default no longer exists.

18. Right to Reduce Line of Credit. We may, during the Revolving Line of Credit Term, reduce your 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 change in your financial circumstances gives us reason to believe that you will not be able to make the required payments; (c) governmental action adversely affects our lien priority such that the Annual Percentage Rate permitted by the Agreement or governmental action previously taken from charging the Annual Percentage Rate provided in the Agreement prevents us from increasing the Annual Percentage Rate to match one or more increases in the Reference Rate; (d) the cap on the maximum Annual Percentage Rate provided by our Regulatory Agency that continues to make Loans constitutes an unsafe and unsound practice; or (e) 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 has changed.

19. 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 or any part thereof in any land trust holding title to the property is assigned, sold or transferred, or if you or the title holding trust enter into Articles of Agreement for Deced or any agreement for installment sale of the property or the beneficial interest in the title holding land trust, without our prior written consent, excluding: (a) the creation of a purchase money security interest for household appliances; (b) a transfer by devise, descent or by operation of law upon the death of a joint tenant; or (c) the grant of any leasehold interest of three (3) 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.

20. Acceleration; Remedies. We shall give notice to you prior to acceleration following your breach of any covenant or agreement in the Mortgage (but not prior to 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 specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure, acceleration and the right to assert in sale of the property. The notice shall further inform you of the right to reinstate after acceleration and the right to assert in 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 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.



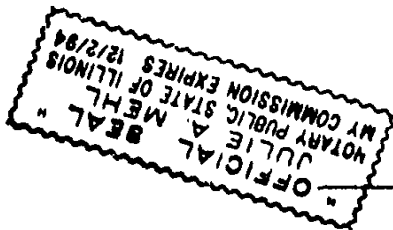
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Property of Cook County Clerk's Office



Commission Expires: _____

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Virginia Dash, AKA Virginia R. Dash-Melner, and Sidney Melner, her husband personally known to me to be the same person whose names are 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.

Given under my hand and official seal, this 19th day of May 1993
Notary Public Julie A. Mehl
Dated: 5-3-93
Virginia R. Dash-Melner
Sidney Melner
County of Cook } SS
State of Illinois

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