

**MORTGAGE  
EQUITY SOURCE ACCOUNT****UNOFFICIAL COPY****CITIBANK**

This instrument was

prepared by: **LAURA WHITE**  
**ST. LOUIS, MO. 63141**

Ref. No.:

**94407947**

THIS MORTGAGE ("Mortgage") is made on **APRIL 16, 1994** between Mortgagor,  
**CHARLES J. STANEK AND KATHRYN A. STANEK, 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, **CHARLES J. STANEK AND KATHRYN A. STANEK**

is (are) indebted to us pursuant to an Equity Source Account ("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. \$ **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 five (5) 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 below, interest, optional credit life and/or disability insurance premiums, and miscellaneous fees and charges for twenty (20) years. At our option, we may extend your Revolving Line of Credit for an additional 5 years. You have no duty to accept this option if offered. All such sums, if not sooner paid, being due and payable approximately twenty-five years or (30 years if extended) 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 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, 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 ("PROPERTY") located in the County of COOK and State of Illinois:

LOT 86 IN G.C. ELMORE AND COMPANY'S HOME ADDITION TO PALOS PARK UNIT NO. 4, A SUBDIVISION OF THE NORTH 1/4 OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FILED FOR RECORD

P.I.N. No. 1: **23-35-208-010-0000**

P.I.N. No. 2:

which has the address of **8106 WEST 130TH STREET  
ILLINOIS 60464**

34 MAY -5 PM 2:33

**94407947**

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 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 sixty (60) 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 five (5) years long. At our option, we may extend your Revolving Line of Credit for an additional 5 years. You have no duty to accept this option if offered. 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 twenty-five (25), thirty (30) years (if extended).

(C) AGREED PERIODIC PAYMENTS. During the Revolving Line of Credit Term 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 \$100 or the sum of the following charges accrued or incurred in the Billing Cycle: (1) Finance Charges; (2) premiums for Optional Credit Life Insurance; (3) the Annual Fee; (4) all other charges incurred pursuant to the Agreement except fees and charges charged to your Account at the inception of the Agreement as permitted by Paragraph 11 (B) and (C) of the Agreement;

Citibank, Federal Savings Bank  
670 West Madison Street  
Chicago, Illinois 60611

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FORM 3881D 4/80 DPS 3437

**BOX 333-CTI**

MAIL TO

94407947

2. FUNDS FOR TAXES AND INSURANCE. Subject to applicable law or to a written waiver by us, you shall pay to us on the day periodical 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 affect the mortgagor; (b) yearly lessorhold payments of ground rents on the property, if any; (c) yearly hazard insurance premiums; (d) yearly mortgage premiums of: (e) yearly hazard priority over the mortgagor; and (f) yearly guarantee premiums of ground rents on the property, if any. These items are called "FUNDS". We may estimate the funds due on the basis of current experience, if any. Thereafter estimates of future escrow items.

The fund shall be held in an institution the depositary of which we insured 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 the funds, merelyizing the account of very thing the escrow items, unless we pay you interest on the funds and applying the funds 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 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

Balances on Your Equity Source Accounts, or each day of the Billing Cycle in which there is an Outstanding Principal Balance, if you have used Equity Source Accounts, checks that have not been posted to your account as of the Conversion Date, and those checks are subsequently paid by us, your initial Closed-End Principal balance will be increased on subsequent periods Billing Statement to reflect such loans. The result of interest (ANNUAL PERCENTAGE RATE) will be determined and will vary monthly based upon the Reference Rate described in the Agreement and above. Each day on which the interest rate effective may change, is a CHANGE DATE. The rate of interest (ANNUAL PERCENTAGE RATE) will vary monthly based upon the Reference Rate described in the Agreement and above. Each day on which the interest rate effective may change, is a CHANGE DATE. Rate of interest (ANNUAL PERCENTAGE RATE) will be determined and will vary monthly based upon the Reference Rate described in the Agreement and above.

Principle of Balance of Your Equity Source Account as determined by the Agreement RATE. The rate of interest ("ANNUAL PERCENTAGE RATE") will be determined and will vary based upon a REFERENCE JOURNAL on the prime business day of each month, regardless of when such rates were quoted by the Commercial Banks to the Wall Street Journal. The Reference Rate is defined by the Wall Street Rates Section of the Wall Street Journal for any applicable day, the lowest rate so published shall apply. In the event more than a Reference Rate exists to be published by the Wall Street Journal, we will select a new Reference Rate that is based upon comparability information, and if necessary, a substitute "MARGIN", so that the change in the Reference Rate results in substantially the same ANNUAL PERCENTAGE RATE required under the previous Reference Rate.

(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 Billing Statement Term you agree to pay on or before the payment due date shown on each Billing Statement a minimum payment due amount as above. You may also make a minimum principal payment during the Billing Cycle to reduce the Outstanding Balance of your account to your credit limit.

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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 2, 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.** If there is a balance on your Account, we will send you billing statements, approximately monthly, reflecting Account transactions and your balance. You can pay the balance, together with current interest, in full without penalty, or defer full payment, in which case you must pay at least the Minimum Payment Due disclosed on your payment. Your payment is due on or before the date shown on your statement and it should be sent with the remittance portion of your billing statement. We may apply payments to your obligations under this Agreement and the Deed of Trust in the order we choose. However, we will ordinarily apply your payments to: (1) finance charges, (2) life insurance premiums, if due (3) principal (except for minimum payments during the Revolving Period), and (4) other charges, in that order. Payments will always be applied to past due and current amounts in each category in order. The amount of any payment in excess of the Minimum Payment Due will be applied first to the principal Account balance if no due amounts exist in another payment. Make your payments by mail or at our branch using the remittance portion of your billing statement.

**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 leasehold payments or grounds 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 period 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 GUARANTY 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 guaranty 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.

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.

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 (unless to make additional loans); if: (a) the value of your firm's drop significantly below the appraised value upon which the agreement was based; (b) a material change in your firm's legal circumstances gives us reason to believe that you will not be able to make the required payments; (c) government action or legislation to permit us to make further loans and can demonstrate that the conditions that gave us the right to refuse to make further loans to you, but do not terminate your equity account, you must notify us in writing if you refuse to make further loans to you, and if you are in default of any material obligation under the agreement; if we consent to an unsafe and unsound practice; or (d) we are notified by our regulatory agency that continuing to make loans more increases in the reference rate; (e) we are notified by our regulatory agency that continuing to match one or more annual percentage rates provided in the agreement prevents us from increasing the annual percentage rate on the maximum such that the value of our security interest falls below 120 percent of your credit limit; (f) the loan priority charging the annual percentage rate permitted by the agreement of government action or legislation such that you will not be able to make the required payments; (g) government action or legislation that you will not be able to make the required payments; or (h) you do not pay us from time to time the amount of principal and interest due on the notes and other obligations under the agreement.

(b) If you see in default under the Agreement or this Mortgagage, we may terminate Your Equity Source Account and require You to pay immediately the principal balance outstanding, any and all interest You may owe on that amount, together with all other fees, costs or premiums charged to Your account. The principal balance outstanding under the Agreement after default shall continue to accrue interest until paid at the rate provided for in the Agreement under which all other fees, costs or premiums 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, any and all interest You may owe on that amount, and any and all expenses of collection, including attorney's fees, incurred by us in collecting the same.

12. In your application for (S) Any of Your life  
13. I am to you always yours (Signed) (Signature)

17. DEFULT. (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; (2) Your action or inaction adversely affects our security for the Agreement we may have Security Agreements; (3) You give us false or materially misleading information in connection with any loan to you in that security; (4) You sell your home, the property is transferred to you fully or partially to another person, or the family of which you are a member.

trust deeds or security agreements shall consistute a default under this Mortgagor, and we may invoke the remedies

AGGREGATE DATA DESCRIBED IN THE AGREEMENT AND IN THE ACCORDINGLY

heroin or any other illegal drugs we designates by notice to you. Any notice provided for in this Mortgage shall be deemed to have been given to you or in when given as provided in this paragraph.

13. NOTICES. Any notice to you provided for in this Mortgage shall be given by mailing it or by first class mail, unless otherwise required by law, to the address set forth above.

Agreement or by making a direct payment to you. If a refund reduces principal, the reduction will be treated as part of any prepayment without charge under the Agreement.

12. LOAN CHARGES. It is agreed that the charges to be collected in connection with the loan shall not exceed the amount necessary to reduce the principal owed under the terms of the note.

Mortgagor is indebted below by executing 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. YOUR NOT RELEASED; FORFEITURE; BY US NOT A WAIVER. Extension of the time for payment of principal or amortization of the sums secured by this mortgagee granted by us to any successor in interest of yours shall not operate to release the liability of your original successor in interest.

Not operate to release the sums secured by this mortgagee granted by us to any successor in interest of yours shall not be required to commence proceedings against any successor in interest of your original successor in interest.

The sums secured by this mortgagee by reason of any demand made by you or your successors in interest. Any forbearance by us in exercising any right of remedy shall not be a waiver of or preclude the exercise of any right of remedy.

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20. ACCELERATION; REMEDIES. We shall give notice to you prior to acceleration following your breach of any covenant or agreement in this Mortgage, but not prior to acceleration under paragraph 19 unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) the time 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 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 the 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: 4/16/94

IF MORTGAGOR IS AN INDIVIDUAL:

Borrower CHARLES J. STANEK  
*Charles J. Stanek*

Borrower KATHRYN A. STANEK  
*Kathryn A. Stanek*

"OFFICIAL SEAL"

TAMMY S. SMITH

NOTARY PUBLIC, STATE OF ILLINOIS

My Commission Expires 03/25/96

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that  
CHARLES J. STANEK AND KATHRYN A. STANEK, HUSBAND AND WIFE

personally known to me to be the same person whose name(s) 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 16<sup>th</sup> day of April, 1994

My Commission Expires: 3/25/96 *Tammy S. Smith*

Notary Public

IF MORTGAGOR IS A TRUST:

not personally but solely as trustee as aforesaid

By: \_\_\_\_\_ (Title)

ATTEST: \_\_\_\_\_  
Its (Title)

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF )

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.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_

My Commission Expires:  
Citibank, Federal Savings Bank  
800 West Madison Street  
Chicago, Illinois 60601

Notary Public  
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