

27 211460

**MORTGAGE**  
**EQUITY SOURCE ACCOUNT**

**UNOFFICIAL COPY**



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

Ref. No.:

THIS MORTGAGE ("Mortgage") is made on **MAY 12, 1994** between Mortgagor,  
**NIZARALI D. MITHWANI, UNMARRIED PERSON**

(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, NIZARALI D. MITHWANI**

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. \$ **78,000.00**, 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").

*Handwritten notes:*  
11-32-101-050  
11-32-101-092  
1411 WEST TOUHY, UNIT D  
CHICAGO  
ILLINOIS 60626-2691

*Handwritten:* 333

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**.  
**SEE ATTACHED LEGAL DESCRIPTION.**

**COOK COUNTY, ILLINOIS**  
**CLERK OF COURT**

**MAY 12 1994**

**94447653**

P.I.N. No. 1: 11-32-101-050  
P.I.N. No. 2: 11-32-101-092  
which has the address of **1411 WEST TOUHY, UNIT D**  
**CHICAGO ILLINOIS 60626-2691**

(herein "PROPERTY ADDRESS");

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 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 \$50 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  
500 West Madison Street  
Chicago, Illinois 60661

**EQUITY SOURCE ACCOUNT MORTGAGE**  
Page 1 of 5

FORM 3881D 4/80

Rev. 04/80 DP 333

**BOX 333-CTI**

**94447653**

# UNOFFICIAL COPY

Chicago, Illinois 60601  
First National Chicago Bank  
110 West Madison Street

Payment of such 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 the proof of

The above and foregoing provisions contained in this paragraph 2 relating to payment by you to us of funds in escrow shall be excused as 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 the proof 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 20, 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 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 amount of 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 fund 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 and to 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 to the property; (b) 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. Determine the Current Reference Rate, and the new interest rate will be equal to the Current Reference Rate, plus a Margin of ONE & 1/4 % (1.25%) percent. The interest rate effective on the first Change Date will be the Current Reference Rate plus a Margin of ONE & 1/4 % (1.25%) percent. On each succeeding Change Date, we will determine the Current Reference Rate, and the new interest rate will be equal to the Current Reference Rate, plus a Margin of ONE & 1/4 % (1.25%) percent.

Each day on which the interest rate effective may change, is a "CHANGE DATE." The rate of interest (ANNUAL PERCENTAGE RATE) will be determined and will vary monthly based upon the Reference Rate described in the Agreement and above.

The rate of interest (ANNUAL PERCENTAGE RATE) will be determined and will vary monthly based upon the Reference Rate described in the Agreement and above. The rate of interest (ANNUAL PERCENTAGE RATE) will be determined and will vary monthly based upon the Reference Rate described in the Agreement and above.

Finance charges will be determined on a daily basis by applying the Daily Periodic Rate (the "DAILY PERIODIC RATE") to the Annual Percentage Rate applicable to that Billing Cycle, divided by 365 or 366 (in Leap Year) to the Daily Principal Balance on your Equity Source Account on each day of the Billing Cycle in which there is an Outstanding Principal Balance. If you have used Equity Source Account checks that have not been posted to your account as of the Conversion Date, and those checks are subsequently paid by us, your initial Closed-End Principal Balance will be increased on subsequent periodic Billing Statement to reflect such loans.

The Reference Rate so determined shall be effective for any Billing Cycle that begins in that month. However, 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 preceding month. 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 in which the effective date of this Agreement occurs.

Your rate of interest ("ANNUAL PERCENTAGE RATE") shall be the Reference Rate plus a "MARGIN" of ONE & 1/4 % (1.25%) percent for the applicable Billing Cycle. Finance charges will be determined on a daily basis by applying the Daily Periodic Rate (the "DAILY PERIODIC RATE") to the Annual Percentage Rate applicable to that Billing Cycle, divided by 365 or 366 (in Leap Year) to the Daily Principal Balance on your Equity Source Account on each day of the Billing Cycle in which there is an Outstanding Principal Balance. If you have used Equity Source Account checks that have not been posted to your account as of the Conversion Date, and those checks are subsequently paid by us, your initial Closed-End Principal Balance will be increased on subsequent periodic Billing Statement to reflect such loans.

Principal balance of your Equity Source Account as determined by the Agreement. The rate of interest ("ANNUAL PERCENTAGE RATE") will be determined and will vary based upon a "REFERENCE RATE." This 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 Banks, to large U.S. Money Center Commercial Banks. 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 "MARGIN", so that the change in the Reference Rate results in substantially the same "ANNUAL PERCENTAGE RATE" required under the previous Reference Rate.

(D) INTEREST DURING THE LOAN TERM. You agree to pay interest ("FINANCE CHARGE") on the Outstanding principal balance of your Equity Source Account as determined by the Agreement. The rate of interest ("ANNUAL PERCENTAGE RATE") will be determined and will vary based upon a "REFERENCE RATE." This 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 Banks, to large U.S. Money Center Commercial Banks. 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 "MARGIN", so that the change in the Reference Rate results in substantially the same "ANNUAL PERCENTAGE RATE" required under the previous Reference Rate.

9447653

# UNOFFICIAL COPY

CHICAGO TITLE INSURANCE COMPANY

## RESIDENTIAL COMMITMENT FOR TITLE INSURANCE

### SCHEDULE A (CONTINUED)

Mithwani

ORDER NO.: 1401 007511051 F2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THE SOUTH 19.42 FEET OF THE NORTH 93.01 FEET OF THE EAST 53.66 FEET OF THE WEST 368.30 FEET OF THE NORTH 1/2 OF BLOCK 13 IN ROGERS PARK, BEING A SUBDIVISION OF THE NORTHEAST 1/4 AND THAT PART OF THE NORTHWEST 1/4 LYING EAST OF RIDGE ROAD IN SECTION 31, ALSO THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 32, ALSO ALL OF SECTION 30 LYING SOUTH OF THE INDIAN BOUNDARY LINE ALL IN TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE EAST 7.92 FEET OF THE WEST 361.44 FEET OF THE SOUTH 28.0 FEET OF THE NORTH 1/2 OF BLOCK 13 IN ROGERS PARK, BEING A SUBDIVISION OF THE NORTHEAST 1/4 AND THAT PART OF THE NORTHWEST 1/4 LYING EAST OF RIDGE ROAD IN SECTION 31, ALSO THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 32, ALSO ALL OF SECTION 30 LYING SOUTH OF THE INDIAN BOUNDARY LINE, ALL IN TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

(A) EASEMENT AS SET FORTH IN THE DECLARATION DATED DECEMBER 26, 1973 AND RECORDED JANUARY 2, 1974 AS DOCUMENT 22584808 FOR INGRESS AND EGRESS, OVER THE SOUTH 3 FEET OF THE EAST 53.66 FEET OF THE WEST 368.30 FEET (EXCEPT THE NORTH 131.85 FEET AND EXCEPT THE SOUTH 28 FEET THEREOF) OF THE NORTH 1/2 OF BLOCK 13 IN ROGERS PARK BEING A SUBDIVISION OF THE NORTHEAST 1/4 AND THAT PART OF THE NORTHWEST 1/4 LYING EAST OF RIDGE ROAD IN SECTION 31, ALSO THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 32, ALSO ALL OF SECTION 30 LYING SOUTH OF THE INDIAN BOUNDARY LINE ALL IN TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

(B) EASEMENT AS SET FORTH IN THE DECLARATION DATED DECEMBER 26, 1973 AND RECORDED JANUARY 2, 1974 AS DOCUMENT 22584799 FOR REFUSE OVER THE EAST 2.0 FEET OF THE WEST 296.08 FEET OF THE NORTH 20.0 FEET OF THE SOUTH 28.0 FEET OF THE NORTH 1/2 OF BLOCK 13 IN ROGERS PARK, BEING A SUBDIVISION OF THE NORTHEAST 1/4 AND THAT PART OF THE NORTHWEST 1/4 LYING EAST OF RIDGE ROAD IN SECTION 31, ALSO THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 32, ALSO ALL OF SECTION 30 LYING SOUTH OF THE INDIAN BOUNDARY LINE ALL IN TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

(C) EASEMENT AS SET FORTH IN THE DECLARATION DATED DECEMBER 26, 1973 AND RECORDED JANUARY 2, 1974 AS DOCUMENT 22584800 FOR REFUSE OVER THE EAST 2.0 FEET OF THE WEST 298.08 FEET OF THE NORTH 20.0 FEET OF THE SOUTH 28.0 FEET OF THE NORTH 1/2 OF BLOCK 13 IN ROGERS PARK, BEING A SUBDIVISION OF THE NORTHEAST 1/4 AND THAT PART OF THE NORTHWEST 1/4 LYING EAST OF RIDGE ROAD IN SECTION 31, ALSO THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 32, ALSO ALL OF SECTION 30 LYING SOUTH OF THE

CONTINUED ON NEXT PAGE

94447653

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

UNOFFICIAL COPY

CHICAGO TITLE INSURANCE CO. INC.  
RESIDENTIAL COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A (CONTINUED)

Mit h w w i

ORDER NO.: 1401 007511051 F2

INDIAN BOUNDARY LINE, ALL IN TOWNSHP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 4:

EASEMENT AS SET FORTH IN THE DECLARATION OF COVENANTS AND EASEMENTS DATED DECEMBER 20, 1961 AND RECORDED JANUARY 18, 1962 AS DOCUMENT 18379782 AND AS CREATED BY DEED FROM THE EXCHANGE NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 27899 TO MARVIN WIGDER AND DIANE WIGDER, HIS WIFE, DATED JANUARY 21, 1974 AND RECORDED JANUARY 31, 1974 AS DOCUMENT 22614799 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

94147653

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

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 20 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 obtain 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.

9447653

and payable. containing an option to purchase, we may, at our option, declare all sums secured by this Mortgage to be immediately due 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 (a) the creation of a purchase money security interest for household appliances; (b) a transfer by devise, descent or by sale of the property or the beneficial interest in the title holding land trust, without our prior written consent, excluding transferred, or if you or the title holding trust enter into Articles of Agreement for Deed or any agreement for installment you or if the beneficial interest or any part thereof in any land trust holding title to the property is assigned, sold or 19. TRANSFER OF THE PROPERTY. If all or any part of the property, or an interest therein is sold or transferred by Loans has changed

18. RIGHT TO REDUCE LINE OF CREDIT. We may, during the Revolving Line of Credit Term, reduce your Credit Limit 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 precludes us from changing the Annual Percentage Rate permitted by the Agreement or governmental action adversely affects our then priority such that the value of our security interest falls below 120 percent of your Credit Limit; (d) the cap on the maximum Annual Percentage Rate provided in the Agreement prevents us from increasing the Annual Percentage Rate to match one or more increases in the Reference Rate; (e) we are notified by our Regulatory Agency that continuing to make Loans constitutes an unsafe and unsound practice; or (f) you are in default of any material obligation under the Agreement. If we refuse to make further Loans to you, but do not terminate your Equity Source Account, you must notify us in writing if you would like to obtain further Loans and can demonstrate that the conditions that gave us the right to refuse to make further Loans has changed

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 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 18 below; or (5) any of you die.

16. PRIOR MORTGAGES. You warrant 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.

15. YOUR COPY. You shall be given one confirmed copy of the Agreement and of this Mortgage. Agreement are declared to be severally. Agreement can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Agreement conflict with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement in which the property is located. In the event that any provision or clause of this Mortgage or the Agreement shall be governed by federal law and regulation and the law of the jurisdiction in which the property is located.

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 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 shall be governed by federal law and regulation and the law of the jurisdiction in which the property is located.

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 a 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 to whom given as provided in this paragraph.

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 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 partial prepayment without any prepayment charge under the Agreement.

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 Mortgage or co-signer who co-signs this Mortgage but does not execute the Agreement (a) is co-signing this Mortgage only to mortgage, grant and convey that Mortgage but 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 or the Agreement without that Mortgagee's consent. Such a Mortgagee is identified below by executing 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 of 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 your original successor in interest. We shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by you or your successor in interest. Any forbearance by us in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

2592446



UNOFFICIAL COPY

20. ACCELERATION REMEDIES. We shall give notice to you prior to acceleration following your breach of any covenant or agreement in the Mortgage for no period 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 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: MAY 12, 1994

IF MORTGAGOR IS AN INDIVIDUAL:

Nizarali D. Mithwani  
Borrower NIZARALI D. MITHWANI

Borrower

Borrower

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 NIZARALI D. MITHWANI, UNMARRIED PERSON

personally known to me to be the same person whose name(s) IS subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HE/SHE signed, sealed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12th day of May, 1994

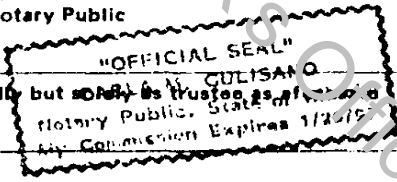
My Commission Expires:

Nizarali D. Mithwani  
Notary Public

IF MORTGAGOR IS A TRUST:

not personally but only as trustee as agent

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  
500 West Madison Street  
Chicago, Illinois 60661

Notary Public

9447653

UNOFFICIAL COPY

Property of Cook County Clerk's Office

62054440