

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

Ref. No.

94571292

Box 169

THIS MORTGAGE ("Mortgage") is made on JUNE 17, 1994 between Mortgagor, OBIE B. SCOTT AND JERRY N. SCOTT, 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 870 Mason Ridge Center Drive, St. Louis, Missouri 63141 herein "WE," "US" or "OUR".

WHEREAS, OBIE B. SCOTT AND JERRY N. SCOTT 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. \$ 48,000.00 (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:

THE EAST 7 FEET OF LOT 22, LOT 23 AND THE WEST 9 FEET OF LOT 24 IN BLOCK 7 IN ARTHUR DUNAS' 1ST SOUTH SHORE ADDITION A SUBDIVISION OF BLOCKS 7 AND 8 (TOGETHER WITH VACATED PORTION OF ALLEYS) IN CALUMET TRUSTEES SUBDIVISION NUMBER 2, A SUBDIVISION OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 15, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 6, 1929

P.L.N. No. 1: 26-07-144-042

P.L.N. No. 2: which has the address of 2439 EAST 99TH STREET CHICAGO ILLINOIS 60612

DEPT-01 RECORDING 431.00  
199411 TRAM 2723 06/30/94 09:56:00  
9336 8 RV 94-571292  
COOK COUNTY RECORDER

(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 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 \$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.

94571292

31

# UNOFFICIAL COPY

...the date hereof, and continue after the date hereof, to make comparable...  
...You agree to provide us the proof of...

...we shall promptly refund...  
...any funds held by us at the time of application as a...

...you shall pay to us any amount necessary to make up the...  
...of funds. If the amount of the funds...  
...when due, the excess shall be, at...

...the future monthly payments of funds payable prior to the due...  
...of funds. The funds are...  
...without charge, an annual accounting of the funds...  
...we shall not be required to be paid, we shall not be required to...

...We may estimate the funds due on the basis of...  
...and its yearly mortgage guarantee...  
...this Mortgage is released, a sum (FUNDST) equal to...  
...you shall pay to us...

...On each succeeding Change Date, we will...  
...plus a Margin of...  
...plus a Margin of...

...and will vary monthly based upon the Reference...  
...DATE

...and will vary monthly based upon the Reference...  
...DATE

...the applicable Billing Cycle...  
...plus a MARGIN of...

...the first business day of the...  
...the month...  
...the one...  
...the month...  
...the same "ANNUAL"

...the same "ANNUAL" information, and...  
...the Wall Street...  
...the Wall Street

...the Wall Street...  
...the Wall Street

...the outstanding...  
...the principal

...the amount...  
...the amount

...the amount...  
...the amount

...the amount...  
...the amount

94571292

PROPERTY OF COOK COUNTY Clerk's Office

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 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 on the property

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office