

MORTGAGE EQUITY SOURCE ACCOUNT

UNOFFICIAL COPY CITIBANK

This instrument was prepared by: DEAN FOWLER ST. LOUIS, MO 63141

94611598 Ref. No.

BOX 165

THIS MORTGAGE ("Mortgage") is made on JUNE 28 1994 between Mortgagor, JAMES R. LOHR AND KATHLEEN LOHR, HUSBAND AND WIFE AND JOSEPH D. WRIGHT, AN UNMARRIED PERSON

therein "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, JAMES R. LOHR AND KATHLEEN LOHR AND JOSEPH D. WRIGHT

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. \$ 18,000.00 (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").

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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 20 FEET OF LOT 91 AND THE WEST 10 FEET OF LOT 92 IN R.B. FARSON'S SUBDIVISION OF THE NORTH 26 RODS AND 11 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE NORTH 26 RODS AND 11 FEET OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, P.I.N. No. 1: 14-05-101-024

P.I.N. No. 2: which has the address of 1428 WEST HIGHLAND CHICAGO ILLINOIS 60660 94611598

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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;

Payment of 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 the proof of

credit against the sums secured by this Mortgage. The fund shall be held in an institution 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 fund 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.

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 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 2D, 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

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 2D, 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 fund shall be held in an institution 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 fund 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 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 priority over this Mortgage; (b) yearly leasehold payments of ground rents on the property, if any; (c) yearly hazard insurance premium; and (d) yearly mortgage guaranty 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.

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

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. Each day on which the interest rate effective may change, is a "CHANGE DATE".

Finance Charges will be assessed 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 of 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 determined on the first business day of the preceding month. If your initial Billing Cycle 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.

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". 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 banks to 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 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. You agree to pay interest (a) on the Outstanding Principal Balance of your Equity Source Account as of the Conversion Date, as defined in the Agreement, and that check is subsequently paid by us as provided in paragraph 2 (C) of the Agreement, your minimum payment thereafter will include, instead of 1/240th of your initial Closed-End Principal Balance, a fraction of the outstanding principal balance after payment of that check that has a numerator of 1 and denominator equal to the number of Billing Cycles left in the Closed-End Repayment Term, so that your account is fully paid in substantially equal principal installments by the Maturity Date.

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Upon payment in full of a sum 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, and 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 annuities. 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. 94611598

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 right 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.

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

**10. YOU'RE NOT RELEASED, FORBEARANCE BY US NOT A WAIVER.** Extension of 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 you or your successors 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.

**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 18. Your covenants and agreements shall be joint and several. Any Mortgagee who co-signs this Mortgage but does not execute the agreement (a) is co-signing this Mortgage only to mortgage, grant and convey that Mortgagee's 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.

**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 limits; 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.

**13. NOTICE.** 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 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 conformed 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 Security Agreement; (2) your action or inaction adversely affecting 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 default 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 precludes us from charging the Annual Percentage Rate permitted by the Agreement or governmental action adversely affects our lien 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.

**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 Deed 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 containing an option to purchase, we may, at our option, declare all sums secured by this Mortgage to be immediately due and payable.

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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 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: 6/28/94

IF MORTGAGOR IS AN INDIVIDUAL

Borrower JAMES R. LOHR
Borrower KATHLEEN LOHR
Borrower JOSEPH D. WRIGHT

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 JAMES R. LOHR AND KATHLEEN LOHR, HUSBAND AND WIFE AND JOSEPH D. WRIGHT, AN UNMARRIED PERSON 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 28th day of June 1994
My Commission Expires 12/31/96
Notary Public Woddy Metz 94611598

IF MORTGAGOR IS A TRUST:

By: \_\_\_\_\_
not personally but solely as \_\_\_\_\_ (Title)
"OFFICIAL SEAL"
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 12/31/94

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.

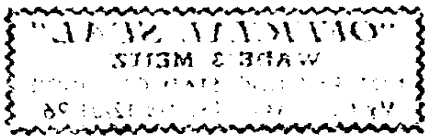
Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_
Notary Public
Citicorp, Federal Savings Bank
500 West Madison Street
Chicago, Illinois 60681
Page 5 of 5
DPS 3441

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Property of Cook County Clerk's Office

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1-4 FAMILY RIDER  
Assignment of Rents

DEPT-61 RECORDING

\$35.00

T#6555 TRAN 1636 07/13/99 14:16:00

#1254 # JJ \*74-611598

COOK COUNTY RECORDER

THIS 1-4 FAMILY RIDER is made this 28 day of JUNE, 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to CITIBANK, FEDERAL SAVINGS BANK

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1428 WEST HIGHLAND, CHICAGO, ILLINOIS 60660

(Property Address)

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 18 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 8 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 8 shall remain in effect.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

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THE EAST 20 FEET OF LOT 91 AND THE WEST 10 FEET OF LOT 92 IN R.B. FAHSON'S SUBDIVISION OF THE NORTH 26 RODS AND 11 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE NORTH 26 RODS AND 11 FEET OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF CLARK STREET, IN COOK COUNTY, ILLINOIS.

KATHLEEN LOHR  
-Borrower  
(Seal)  
JAMES R. LOHR  
-Borrower  
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

1. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

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