

# UNOFFICIAL COPY

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COOK COUNTY RECORDER

**THIS INSTRUMENT WAS PREPARED BY:**  
**CONNIE COHEN**

**CITIBANK, F.S.B.**  
**P.O. Box 790147**  
**St. Louis, MO 63179-9910**  
**ACCOUNT NO.: 2705273338**

## EQUITY SOURCE ACCOUNT® MORTGAGE

In this Mortgage, "You," "Your" and "Yours" means each person signing as mortgagor or trustee. "We," "Us" and "Our" means **CITIBANK, FEDERAL SAVINGS BANK, 300 W. Madison St., Chicago, IL 60661.** The "Borrower" means **MICHAEL A. ROSS AND DIANE M. ROSS, HIS WIFE, JOINT TENANTS**

The "Agreement" means the Equity Source Account Agreement and Disclosure of even date herewith signed by the Borrower in connection with this Mortgage. The "Property" means the real estate, including the leasehold (if any), located at **737 SOUTH POINT DRIVE, SCHAUMBURG, ILLINOIS 60193, COOK COUNTY**

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**THIS MORTGAGE** between You and Us is made as of the date next to your first signature below and has a final maturity date 25 years and 2 months from such date.

The Agreement provides that the credit secured by the Property is an open-end revolving line of credit at a variable rate of interest. The maximum amount of all loan advances made to the Borrower under the Agreement and which may be secured by this Mortgage may not exceed **ONE HUNDRED THOUSAND AND 00/100** dollars (**\$ 100,000.00**) (the "Credit Limit"). At any particular time, the outstanding obligation of Borrower to Us under the Agreement may be any sum equal to or less than the Credit Limit plus interest and other charges owing under the Agreement and amounts owing under this Mortgage. Obligations under the Agreement, Mortgage and any riders thereto shall not be released even if all indebtedness under the Agreement is paid, unless and until We cause a mortgage release to be executed and such release is properly recorded.

**TO SECURE to Us:** (a) the payment and performance of all indebtedness and obligations of the Borrower under the Agreement or any modification or replacement of the Agreement; (b) the payment of all other sums advanced in accordance herewith to protect the security of this Mortgage, with finance charges thereon at the variable rate described in the Agreement; and (c) the payment of any future advances made by Us to Borrower (pursuant to Paragraph 16 of this Mortgage (herein "Future Loan Advances")), and, in consideration of the indebtedness herein recited, You hereby mortgage, grant and convey to Us the Property.

**TOGETHER WITH** all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to You to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights and water stock, and all fixtures now or hereafter attached to the Property (which, if this Mortgage is on a unit in a condominium project or planned unit development, shall include the common elements in such project or development associated with such unit), all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property.

**IN WITNESS WHEREOF, YOU HAVE EXECUTED THIS MORTGAGE, AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS STATED ON PAGES 1 THROUGH 6 FOLLOWING.**

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1. Payment of Indebtedness. Borrower shall promptly pay when due the indebtedness evidenced by the Agreement, without limitation, that evidenced by the Agreement.

You and We covenant and agree as follows:

Us as of the date of this Mortgage.

You warrant and will defend generally the title to the Property against all claims and demands, except those disclosed in writing to Property, and that the Property is unencumbered, except for the encumbrances of record and any first mortgage. You covenant that You are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant, and convey the

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_ My Commission Expires: \_\_\_\_\_  
Notary Public

corporation, as Trustee, for the uses and purposes therein set forth, and the said Secretary did also then add there acknowledged that (s)he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his (he) 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.

respectively, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the said \_\_\_\_\_ President and \_\_\_\_\_ Secretary;

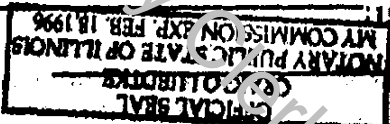
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ )  
(SS)

ATTEST: \_\_\_\_\_

By: \_\_\_\_\_  
not personally but solely as trustee as aforesaid

IF MORTGAGOR IS A TRUST:



My Commission Expires: \_\_\_\_\_  
Notary Public

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_ 1994

personally known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s)he(they) signed sealed and delivered the said instrument as his(her)(their) free and voluntary act, and as the free and voluntary act of the said \_\_\_\_\_

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_  
STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ )  
(SS)

Mortgagor \_\_\_\_\_ Date \_\_\_\_\_

Mortgagor \_\_\_\_\_ Date \_\_\_\_\_

Mortgagor \_\_\_\_\_ Date 9/27/94  
Mortgagor \_\_\_\_\_ Date 9/27/94

IF MORTGAGOR IS AN INDIVIDUAL:

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13. Due on Transfer Provision - Transfer of the Property. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in You is sold or transferred and You are not a natural person) without Our prior written consent, We may, at Our option, require immediate payment in full of all sums secured by this Mortgage. However, We shall not exercise this option if the exercise is prohibited by applicable law as of the date of this Mortgage. If We exercise this option, We shall give You notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which all sums secured by this Mortgage must be paid. If these sums are not paid prior to the expiration of this period, We may invoke any remedies permitted by this Mortgage without further notice or demand on You.

12. Severability. If any term of this Mortgage is found to be unenforceable, all other provisions will remain in full force.

11. Notices. Except for any notice required under applicable law to be given in another manner, (a) any notice to You provided for in this Mortgage shall be given by personal delivery or by mailing such notice by first-class prepaid mail, addressed to You at the address of the Property shown at the beginning of this Mortgage or at such other address as You may designate by notice to Us as provided herein, and (b) any notice to Us shall be given by personal delivery or by mailing such notice by certified mail, return receipt requested, to Our address stated herein or to such other address as We may designate by notice to You as provided herein.

10. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, You and Our respective successors and assigns, subject to the provisions of Paragraph 13 hereof. All Our covenants and agreements shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

9. Waiver. Any forbearance by Us in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy in the future. Any waiver by Us must be in writing and signed by Us.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Us. Neither Borrower nor You will be relieved of any obligation to make payments if We apply the award received to the outstanding balance owed.

7. Inspection. We or Our agent may enter and inspect the Property, after giving You reasonable prior notice.

6. Protection of Our Security. If You fail to perform Your obligations under this Mortgage, or if any action or proceedings adversely affects Our interest in the Property, We may, at Our option, take any action reasonably necessary (including, without limitation, paying expenses and attorney fees and to have entry upon the Property to make repairs) to perform Your obligations or to protect Our interest. Any amounts disbursed by Us pursuant to this Paragraph 6, with interest thereon at the variable rate described in the Agreement, shall become indebtedness secured by this Mortgage (except as expressly provided herein). Nothing contained in this Paragraph 6 shall require Us to incur any expense or take any action hereunder.

5. Insurance. You shall maintain insurance against rent loss in addition to the other hazards for which insurance is required herein.

4. Condominium Project. (a) You shall give Us prompt written notice of any lapse in any insurance coverage under a "master" or "blender" policy on the Condominium Project; and (1) You shall not, without Our prior written consent, consent to any material amendment to the Project Documents (including any change in the percentage interests of the unit owners in the Condominium Project); or (iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project. If the Property has rental units, You shall maintain insurance against rent loss in addition to the other hazards for which insurance is required herein.

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14. **Default.** If You breach any term in this Mortgage, or if Borrower fails to perform any obligation under the Agreement, We may, at Our option, declare all sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale under this Mortgage and any other remedies permitted by law. We may collect from You all reasonable costs incurred in enforcing the terms of this Mortgage, including attorney's fees and allocated costs of Our salaried employees.

15. **Assignment of Rents.** As additional security hereunder, You hereby assign to Us the rents of the Property; provided, however, that You shall have, prior to acceleration under Paragraph 14 hereof or abandonment of the Property, the right to collect and retain such rents as they become due and payable.

16. **Future Loan Advances.** Upon Your request, We at Our option may make Future Loan Advances to You or Borrower. Such Future Loan Advances, with interest thereon, shall be secured by this Mortgage when evidenced by a promissory note or agreement stating that said note or agreement is so secured.

17. **Release.** Upon payment of all sums secured by this Mortgage and upon (a) expiration of the Agreement or (b) Your request, We shall release this Mortgage and You shall pay all costs of recordation, if any.

18. **Appointment of Receiver: Lessor in Possession.** Upon acceleration under this Mortgage or abandonment of the Property, We shall be entitled to have a receiver appointed by a court to enter upon, take possession of, and manage the Property and collect the rents of the Property including those past due. All rents collected by the receiver 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 and premiums on the receiver's bonds and reasonable attorneys fees and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

19. **Statement of Obligation.** We may collect a fee for furnishing a statement of obligation in an amount not to exceed the maximum amount permitted under applicable law.

20. **No Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for Our benefit in any capacity, without Our prior written consent.

21. **Fixture Filing.** This Mortgage constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the county in which the Property is located with respect to any and all fixtures included within the term "Property" as used in this Mortgage and with respect to any goods or other personal property that may now or hereafter become such fixtures.

22. **Third Party Waivers.** In the event that any of You has not also signed the Agreement as Borrower, each of You: (a) agrees that We may, from time to time, without notice to, consent from or demand on You, and without affecting or impairing in any way any of Our rights or Your obligations; (i) renew, extend, accelerate, compromise or change the interest rate or other terms of the Agreement and any promissory note or agreement evidencing a Future Loan Advance; and (ii) accept, waive and release other security (including guarantees) for the obligations arising under the Agreement or any promissory note or agreement evidencing a Future Loan Advance, and (b) waives (i) any right to require Us to proceed against any Borrower or any other person, proceed against or exhaust any security for the obligations secured by this Mortgage or pursue any other remedy in Our power whatsoever, (ii) any defense or right against Us arising out of any disability or other defense or cessation of liability of any Borrower for any reason other than full payment; (iii) any defense or right against Us arising out of Our foreclosure upon the Property, even though such foreclosure results in the loss of any right of subrogation, reimbursement or other right You have against any Borrower, (iv) all prepayments, deficiencies, protests, demands and notice of protest, dishonor, and nonperformance, (v) until payment in full of the indebtedness secured by this Mortgage, any right of subrogation or the benefit of any security for such indebtedness, and (vi) the benefit of the statute of limitations affecting the Property to the extent permitted by law. Any partial payment by Borrower or other circumstance that operates to toll any statute of limitations as to such person shall operate to toll such statute as to You.

23. **Choice of Law.** This Mortgage will be governed by and interpreted in accordance with the federal laws of the United States and where not inconsistent with the laws of the State of Illinois, regardless of the state in which You or Borrower resides.

24. **Your Copy.** You shall be given one conformed copy of the Agreement and this Mortgage.

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The undersigned hereby certifies that the foregoing is a true and correct copy of the original as the same appears in the records of the Cook County Clerk's Office.

Witness my hand and the seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Cook County Clerk

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Co-maker or guarantor

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Lender

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

Property of Cook County Clerk's Office

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25. Loan Charges Legislation Affecting Our Rights. If the Agreement 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 Agreement 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 such loan charge already collected from You or Borrower which exceeded permitted limits will be refunded to You or Borrower; We may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to You or Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge due. If enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement or this Mortgage unenforceable according to its terms, We may at Our option, require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by Paragraph 14.
26. Waiver of Homestead. You waive all right of homestead exemption in the Property.
27. Trustee Execution. If this Mortgage is executed by an Illinois land trust, You execute 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 shall be construed as creating any liability on You personally to pay amounts owing in connection with the Agreement or this Mortgage or any interest that may occur thereon, or to perform any covenants either express or implied contained in this Mortgage, all such liability, if any, being expressly waived, and that any recovery on the Mortgage or the Agreement shall be solely against and out of the Property by enforcement of the provisions of this Mortgage and the Agreement, but this waiver shall in no way affect the personal liability of any individual Borrower, co-maker or guarantor of the Agreement.

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## RIDER - LEGAL DESCRIPTION

LOT 255 OF KINGSPORT VILLAGE EAST UNIT 3B, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

07-35-114-051

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THIS RIDER IS ATTACHED TO AND MADE A PART OF THIS MORTGAGE DATED SEPTEMBER 27, 1994 A.D.

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ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

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