

UNOFFICIAL COPY

LSA Mortgage - 11-07-94

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.

be deemed to be and remain a part of the Property.

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.

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.

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 THIRTY TWO THOUSAND AND 00/100 dollars. (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.

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" 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 3049 NORTH MARBORA, CHICAGO, ILLINOIS 60634, COOK COUNTY

In this Mortgage, "You," "Your" and "Yours" means each person signing as mortgagor or trustee, "We," "Us" and "Our" means CITIBANK, FEDERAL SAVINGS BANK, 500 W. Madison St., Chicago, IL 60661. The "Borrower" means RICHARD L. SPENCER AND PATRICIA SPENCER, HIS WIFE, AS JOINT TENANTS

EQUITY SOURCE ACCOUNT MORTGAGE

CITIBANK, F.S.B.
P.O. Box 790147
St. Louis, MO 63179-9910
ACCOUNT NO.: 2705314116

LAURA WHITE
THIS INSTRUMENT WAS PREPARED BY:

on ~~per PASS-19811C~~

TORRENS as document # 94698800
Deregistered and withdrawn from
NOTICE: This Property has been



COOK COUNTY RECORDER

94983583

DEPT-01 RECORDING 15555 TRAN 8817 11/21/94 13:41:00 \$33.50

94983583

9 4 9 7 3 1 8 3

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Jan. 5 3062 (1994) CC

Handwritten initials and numbers at the top left corner.

DPB 6641

11/21/94 13:41:00

4 9 7 3 1 8 3

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IF MORTGAGOR IS AN INDIVIDUAL

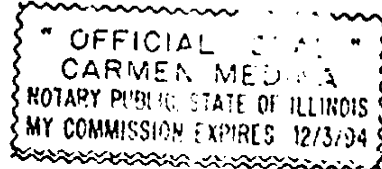
Mortgagor Richard L. Spencer 11/8/94
RICHARD L. SPENCER

Mortgagor Patricia Spencer 11-8-94
PATRICIA SPENCER

Mortgagor _____ Date _____

Mortgagor Thomas A. Riley 11-8-94
THOMAS A. RILEY

STATE OF ILLINOIS)
COUNTY OF COOK)



94983583

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard L. Spencer, Patricia Spencer & Thomas A. Riley 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, for the uses and purposes therein set forth.

Given under my hand and official seal, this 8th day of NOV 1994
My Commission Expires: 12/3/94 Carmen Medina
Notary Public

IF MORTGAGOR IS A TRUST: _____

not personally but solely as trustee as aforesaid
By: _____ Title _____

ATTEST: _____ Title _____

STATE OF ILLINOIS)
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 the said _____ corporation, as Trustee, for the uses and purposes therein set forth, and the said Secretary did also then add there acknowledge 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.

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

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 the encumbrances of record and any first mortgage. You covenant that You warrant and will defend generally the title to the Property against all claims and demands, except those disclosed in writing to Us as of the date of this Mortgage.

You and We covenant and agree as follows:
1. Payment of Indebtedness. Borrower shall promptly pay when due the indebtedness secured by this Mortgage including, without limitation, that evidenced by the Agreement.

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13A-Mortgage II 4-78

5. Preservation and Maintenance of Property; Condominiums and Planned Unit Developments. If this Mortgage is on a unit in a condominium or a planned unit development (herein "Condominium Project"), then: (a) You shall perform all of your obligations under the declaration or covenants creating or governing the Condominium Project, the by-laws and regulations of the Condominium Project, and all constituent documents (herein "Project Documents"), including the payment when due of assessments imposed by the homeowners association or other governing body of the Condominium Project (herein "Owner's Association"); (b) You shall be deemed to have satisfied the insurance requirements under Paragraph 5 of this Mortgage if the Owners Association maintains in full force and effect a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards (including flood insurance) as We may require, and in such amounts and for such periods as We may require naming Us as additional loss payer; (c) the provisions of any Project Documents regarding the application of any insurance proceeds from "master" or "blanket" policies covering the Condominium Project shall supersede the provisions of Paragraph 4 of this Mortgage to the extent necessary to avoid conflict between the provisions thereof and hereof; (d) You hereby assign to Us the right to receive distributions on account of the Property under "master" or "blanket" policies covering the Condominium Project to the extent not applied to the restoration

The provisions of this Paragraph 4 shall be subject to the provisions of Paragraph 5 if this Mortgage covers a unit in a condominium project or planned unit development.

If the Property is acquired by Us under Paragraph 14 of this Mortgage, all of Your rights, title and interest in and to any insurance policies, and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition, shall pass to Us to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

If the Property is abandoned by You, or if You fail to respond to Us within thirty (30) days from the date the notice is mailed by Us to You that the insurance carrier offers to settle a claim for insurance benefits, We are authorized to collect and apply the insurance proceeds at Our option either to restoration or repair of the Property, or to sums secured by this Mortgage.

4. Hazard Insurance. You shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as We may require (including flood insurance coverage, if required by Us) and in such amounts and for such periods as We may require. Unless We require in writing otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any substance and with carriers acceptable to Us and shall include a standard mortgage clause in favor of and in form and substance satisfactory to Us. 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.

If the Property is abandoned by You, or if You fail to respond to Us within thirty (30) days from the date the notice is mailed by Us to You that the insurance carrier offers to settle a claim for insurance benefits, We are authorized to collect and apply the insurance proceeds at Our option either to restoration or repair of the Property, or to sums secured by this Mortgage.

4. Hazard Insurance. You shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as We may require (including flood insurance coverage, if required by Us) and in such amounts and for such periods as We may require. Unless We require in writing otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any substance and with carriers acceptable to Us and shall include a standard mortgage clause in favor of and in form and substance satisfactory to Us. 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.

3. Charges; Liens. Except as expressly provided in this Paragraph 3, You shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attach to the Property over this Mortgage, and leasehold payments or ground rents, if any, by Your making payments, when due, directly to the payee thereof. In the event You make payments directly to the payee thereof, upon Our request You shall promptly furnish to Us receipts evidencing such payment. We reserve the right to require You or the Borrower to pay to an escrow account amounts to pay taxes and insurance when they are due. If We require payments to be made to an escrow account, the amount of the payments will be determined in accordance with applicable law and We will pay interest on the payments, if required by applicable law.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Us under the Agreement will be applied to the principal balance and any finance charges, late charges, collection costs, and other charges owing with respect to the indebtedness secured by this Mortgage in such order as We may choose from time to time.

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or repair of the Property, with any such distributions in excess of the amount necessary to satisfy in full the obligations secured by this Mortgage being paid to You; (e) You shall give Us prompt written notice of any lapse in any insurance coverage under a "master" or "blanket" policy on the Condominium Project; and (f) You shall not, without Our prior written consent, consent to either (i) the abandonment or termination of the Condominium Project (except for the abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking or condemnation or eminent domain), (ii) 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.

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 interests. 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.

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

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.

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 such notice is mailed, We are authorized to collect and apply the proceeds in the same manner as provided in Paragraph 4 hereof.

9. **Forbearance Not a 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.

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, Your and Our respective successors and assigns, subject to the provisions of Paragraph 13 hereof. All Your 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.

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 postage paid, 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.

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

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.

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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 Exculpation.** 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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PROPERTY OF COOK COUNTY CLERK'S OFFICE

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DPS 049

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CHICAGO

THIS RIDER IS ATTACHED TO AND MADE A PART OF THIS MORTGAGE DATED A.D.

13-29-210-004

Property of Cook County Clerk's Office

LOT ONE HUNDRED THIRTY-ONE (131) IN JOHNSON BROTHERS WESTFIELD ADDITION TO CHICAGO, BEING A SUBDIVISION OF LOTS THREE (3) AND SIX (6) IN KING AND PATTERSON'S SUBDIVISION OF THE NORTHEAST QUARTER (1/4) OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

RIDER - LEGAL DESCRIPTION

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02/02/2018

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Property of Cook County Clerk's Office