

MORTGAGE EQUITY SOURCE ACCOUNT

UNOFFICIAL COPY



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

Ref. No:

91239240

THIS MORTGAGE ("Mortgage") is made on **PAUL D. KAPLAN AND NANCY V. KAPLAN, HUSBAND AND WIFE** between Mortgagor,

(herein "YOU," "YOUR" or "YOURS") and the Mortgagee, **CITIBANK, FEDERAL SAVINGS BANK**, a corporation organized and existing under the laws of the United States, whose address is 670 Mason Ridge Center Drive, St. Louis, Missouri 63141) herein "WE," "US" or "OUR").

WHEREAS, **PAUL D. KAPLAN AND NANCY V. KAPLAN**

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. \$ **25,000.00** (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:

UNIT NUMBER 1904-C IN COLFAX TERRACE TOWNHOUSE CONDOMINIUM AS DELINEATED ON SURVEY OF LOTS 6 AND 7 IN BLOCK 12 IN NORTH EVANSTON IN SEE ATTACHED RIDER FOR COMPLETE LEGAL

P.I.N. No. 1: **10-12-309-077-1004**

P.I.N. No. 2: _____

which has the address of **1904-C COLFAX EVANSTON ILLINOIS 60201**

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* 94-239240
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 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 this 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) **AGREE 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 \$100 or the sum of the following charges accrued or incurred in the Billing Cycle: (1) Finance Charges; (2) premiums for Optional Credit Life Insurance; (3) the Annual Fee; (4) all other charges incurred pursuant to the Agreement except fees and charges charged to your Account at the inception of the Agreement as permitted by Paragraph 11 (B) and (C) of the Agreement;

Citibank, Federal Savings Bank
500 West Madison Street
Chicago, Illinois 60661

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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. 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 deficiency in one or more payments as required by us.

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

pledged as additional security for the sums secured by this Mortgage. 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 pay you any interest or earnings on the funds. Unless an agreement is made or applicable law requires interest to be paid, we shall not be required to pay on the funds. On the funds and applicable law permits us to make such a charge. You and we may agree in writing that interest shall be charge for holding and applying the funds, analyzing the account or verifying the escrow items, unless we pay you interest state agency (including us if we are such an institution). We shall apply the funds to pay the escrow items. We may not The fund shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or current data and reasonable estimates of future escrow items.

insurance premiums, if any. These items are called "ESCROW ITEMS." We may estimate the funds due on the basis of payments of ground rents on the property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage guaranty one-twelfth of (a) yearly taxes and assessments which may attain priority over this Mortgage; (b) yearly household on the day periodic payments are due under the Agreement until this Mortgage is released, a sum ("FUNDS") equal to us 2. FUNDS FOR TAXES AND INSURANCE. Subject to applicable law or to a written waiver by us, you shall pay to us immediately after that change date.

Each new interest rate will become effective with each Change Date and will be reflected in the payment due of ONE & 1/4 (1.25) percent

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. On each succeeding Change Date, we will 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 for the applicable Billing Cycle.

Each day on which the interest rate effective may change is a "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. The rate of interest (ANNUAL PERCENTAGE RATE) will be determined and will vary monthly based upon the Reference

periodic Billing Statement to reflect such Loans and those checks are subsequently paid by us, your initial Closed-End Principal balance will be increased on subsequent

If you have used Equity Source Account checks that have not been posted to your account as of the Conversion Date, Balance on your Equity Source Account for each day of the Billing Cycle in which there is an Outstanding Principal Balance. The Annual Percentage Rate applicable to that Billing Cycle, divided by 365 or 366 in Leap Year) to the Daily Principal Finance Charges will be assessed on a daily basis by applying the Daily Periodic Rate (the "DAILY PERIODIC RATE") is

ONE & 1/4 (1.25) percent for the applicable Billing Cycle. Your rate of interest ("ANNUAL PERCENTAGE RATE") shall be the Reference Rate plus a "MARGIN" of

month in which the effective date of this Agreement occurs. after the effective date of this Agreement, the Reference Rate shall be the one determined on the first business day of the

determined on the first business day of the preceding month. If your initial Billing Cycle Billing Date occurs in the month Billing Date occurs in the same month as the effective date of this Agreement, the Reference Rate shall be the one Reference Rate effective for your initial Billing Cycle shall be determined in one of two ways. If your initial Billing Cycle

The Reference Rate so determined shall be effective for any Billing Cycle that begins in that month. However, the PERCENTAGE RATE" required under the previous Reference Rate.

it necessary, a substitute "MARGIN", so that the change in the Reference Rate results in substantially the same "ANNUAL published by the Wall Street Journal, we will select a new Reference Rate that is based upon comparable information, and Journal for any applicable day, the lowest rate so published shall apply. In the event such a Reference Rate ceases to be large U.S. Money Center Commercial Banks. In the event more than one Reference Rate is published by the Wall Street Journal on the first business day of each month, regardless of when such rates were quoted by the Commercial Banks to Journal on the first business day of each month, the prime rate of interest as published in the Money Rates Section of the Wall Street RATE". This Reference Rate shall be the prime rate of interest as published in the Money Rates Section of the Wall Street

The rate of interest ("ANNUAL PERCENTAGE RATE") will be determined and will vary based upon a "REFERENCE Principal Balance of your Equity Source Account as determined by the Agreement.

(D) INTEREST DURING THE LOAN TERM. You agree to pay interest ("FINANCE CHARGE") on the Outstanding installment by the Maturity Date.)

of Billing Cycles left in the Closed-End Repayment Term, so that your account is fully paid in substantially equal principal outstanding principal balance after payment of that check that has a numerator of 1 and denominator equal to the number payment thereafter will include, instead of 1/240th of your initial Closed-End Principal Balance, a fraction of the the Agreement, and that check is subsequently paid by us as provided in paragraph 2 (C) of the Agreement, your minimum you have used an Equity Source check that has not been posted to your account as of the Conversion Date, as defined in Closed-End Principal Balance (the Principal Balance owed by you to us at the end of the Revolving Line of Credit Term). If Periodic Billing Statement a minimum payment due computed in the same way as above, plus 1/240th of your initial Billing Cycle. During the Closed-End Repayment Term you agree to pay on or before the payment due date shown on each payments. The payment due date for each Billing Cycle is approximately twenty-five (25) days after the close of the (5) principal necessary to reduce the Outstanding Balance of your account to your Credit Limit; and (6) any past due

10/2/88

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 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 renewals. If we require, you shall promptly give to us all receipts of paid premiums and renewal notices. In the event of loss, you shall give prompt notice to the insurance carrier and us. We may make proof of loss if not made promptly by you.

Unless we and you otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damages, if the restoration or repair is economically feasible and our security is not lessened. If the restoration or repair is not economically feasible or our security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to you. If you abandon the property, or do not answer within thirty (30) days a notice from us that the insurance carrier has offered to settle a claim, we may collect the insurance proceeds. We may use the proceeds to repair or restore the property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin when the notice is given.

Unless we and you otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 20, the property is acquired by us, your right to any insurance policies and proceeds resulting from damage to the property prior to the acquisition shall pass to us to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

6. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS. You shall not destroy, damage or substantially change the property, allow the property to deteriorate or commit waste. If this Mortgage is on a leasehold, you shall comply with the provisions of the lease, and if you acquire fee title to the property, the leasehold and fee title shall not merge unless we agree to the merger in writing.

7. PROTECTION OF OUR RIGHTS IN THE PROPERTY; MORTGAGE GUARANTY INSURANCE. If you fail to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect our rights in the property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or Regulations), then we may do and pay for whatever is necessary to protect the value of the property and our rights in the property. Our action may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the property to make repairs. Although we may take action under this paragraph 7, we do not have to do so.

Any amounts disbursed by us under this paragraph 7 shall become additional debt of yours secured by this Mortgage. Unless you and we agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate provided in the Agreement and shall be payable, with interest, upon notice from us to you requesting payment.

If we require mortgage guaranty insurance as a condition of making the loan secured by this Mortgage, you shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with your and our written agreement or applicable law.

8. INSPECTION. We or our agent may make reasonable entries upon and inspections of the property. We shall give you notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to us.

In the event of a total taking of the property, the proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to you. In the event of a partial taking of the property, unless you and we otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the property immediately before the taking. Any balance shall be paid to you.

If you abandon the property, or if, after notice by us to you that the condemnor offers to make an award or settle a claim for damages, you fail to respond to us within thirty (30) days after the date the notice is given, we are authorized to collect and apply the proceeds, at our option, either to restoration or repair of the property or to the sums secured by this Mortgage, whether or not then due.

9/15/2010

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and payable.

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

Loans has changed. would like to obtain further Loans and can demonstrate that the conditions that gave us the right to refuse to make further refuse to make further Loans to you, but do not terminate your Equity Source Account. You must notify us in writing if you constitutes an unsafe and unsound practice; or (f) you are in default of any material obligation under the Agreement. If we more increases in the Reference Rate; (e) we are notified by our Regulatory Agency that continuing to make Loans Annual Percentage Rate provided in the Agreement prevents us from increasing the Annual Percentage Rate to match one or such that the value of our security interest falls below 120 percent of your Credit Limit; (d) the cap on the maximum changing the Annual Percentage Rate permitted by the Agreement or governmental action adversely affects our lien priority us reason to believe that you will not be able to make the required payments; (c) governmental action precludes us from below the appraised value upon which the Agreement was based; (b) a material change in your financial circumstances gives or suspend your credit privileges (refuse to make additional Loans) if: (a) the value of your property drops significantly the Revolving Line of Credit term, reduce your Credit Limit 18. RIGHT TO REDUCE LINE OF CREDIT. We may, during the Revolving Line of Credit term, reduce your Credit Limit the condition that led to the default no longer exists.

terminate your account, you must notify us in writing if you would like to obtain further Loans and can demonstrate that you under the Agreement (reduce your Credit Limit). If we refuse to make additional Loans to you after default, but do not 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 together with all other fees, costs or premiums charged to your account. The principal balance outstanding under the require you to pay immediately the principal balance outstanding, any and all interest you may owe on that amount, (b) If you are in default under the Agreement or this Mortgage, we may terminate your Equity Source Account and described in paragraph 19 below; or (5) any of you die.

or in your application for the Equity Source Account; (4) title to your home, the property, is transferred as more fully in that security; (3) you gave us any false or materially misleading information in connection with any Loan to you Security Agreement; (2) your action or inaction adversely affects our security for the Agreement or any right we may have Mortgage; (1) failure to pay when due any sum of money due under the Agreement or pursuant to this Mortgage, or the 17. DEFAULT. (a) The occurrence of any of the following events shall constitute a default by you under this specified in paragraph 20 hereof.

trust deeds or security agreements shall constitute a default under this Mortgage, and we may invoke the remedies Your failure to make such payments or keep such terms, conditions and covenants as provided for in such prior mortgages, Mortgage, including specifically, but not limited to, timely making the payments of principal and interest due thereunder, any mortgage, trust deed or similar security instrument affecting the Property which has or may have priority over this 16. PRIOR MORTGAGES. You covenant and agree to comply with all of the terms and conditions and covenants of 15. YOUR COPY. You shall be the sole owner of one conformed copy of the Agreement and of this Mortgage.

Agreement are declared to be severable. 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 the jurisdiction in which the property is located. In the event that any provision or clause of this Mortgage or the 14. GOVERNING LAW; SEVERABILITY. This Mortgage shall be governed by federal law and regulation and the law of have been given to you or us when given as provided in this paragraph.

herein or any other address we designate by notice to you. Any notice provided for in this Mortgage shall be deemed to any other address, or designate by notice to us. Any notice to us shall be given by first class mail to our address stated class mail, unless applicable law requires use of another method. The notice shall be directed to the property address or 13. NOTICES. Any notice to you provided for in this Mortgage shall be given by delivering it or by mailing it by first prepayment without any prepayment charge under the Agreement.

Agreement or by making a direct payment to you. If a refund reduces principal, the reduction will be treated as partial permitted limits will be refunded to you. We may choose to make this refund by reducing the principal owed under the necessary to reduce the charge to the permitted limit; and (b) any sums already collected from you which exceeded connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount charges, and that law is finally interested so that the interest or other loan charges collected or to be collected in 12. LOAN CHARGES. If the Agreement secured by this Mortgage is subject to a law which sets maximum loan Mortgage is identified below by executing this Mortgage as an "OTHER OWNER" of the Property.

accommodations with regard to the terms of this Mortgage or the Agreement without that Mortgage's consent. Such a Mortgage; and (c) agrees that we and any other Mortgagee may agree to extend, modify, forbear or make any interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this paragraph 19. 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 but agreements of this mortgage shall bind and benefit our and your successors and assigns, subject to the provisions of 11. SUCCESSOR AND ASSIGNS BOUND, JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and by us in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

the sums secured by this Mortgage by reason of any demand made by you or your successor in interest. Any forbearance proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of not operate to release the liability of your original successor in interest. We shall not be required to commence modification of amortization of the sums secured by this Mortgage granted by us to any successor in interest of yours shall 10. YOUR NOT RELEASED; FORBEARANCE BY US NOT A WAIVER. Extension of the time for payment or the due date of the periodic payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless we and you otherwise agree in writing, any application of proceeds to principal shall not extend or postpone

PROPERTY

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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 the 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.

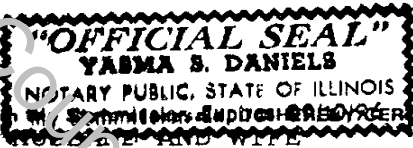
Dated: 3-3-94

IF MORTGAGOR IS AN INDIVIDUAL:

Paul D. Kaplan
Borrower PAUL D. KAPLAN

Nancy V. Kaplan
Borrower NANCY V. KAPLAN

STATE OF ILLINOIS)
COUNTY OF COOK) SS



I, the undersigned, a Notary Public in and for said County, in and for the State of Illinois, DO HEREBY CERTIFY that PAUL D. KAPLAN AND NANCY V. KAPLAN, HUSBAND AND WIFE

personally known to me to be the same person whose name(s) 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 3rd day of March 1994

My Commission Expires: 09-10-1996 Yasma S. Daniels
Notary Public

IF MORTGAGOR IS A TRUST:

not personally but solely as trustee as aforesaid

By: _____ (Title)

ATTEST: _____
Its (Title)

STATE OF ILLINOIS)
COUNTY OF COOK) SS

94239240

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

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Property of Cook County Clerk's Office

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RIDER - LEGAL DESCRIPTION

UNIT NUMBER 1904-C IN COLFAX TERRACE TOWNHOUSE CONDOMINIUM AS DELINEATED ON SURVEY OF LOTS 6 AND 7 IN BLOCK 12 IN NORTH EVANSTON IN SECTION 12, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (HEREINAFTER REFERRED TO AS PARCEL), WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, AS TRUSTEE UNDER TRUST NUMBER 1845 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 23533837 TOGETHER WITH 12.5 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

10-12-309-077-1004

MORTGAGOR FURTHERMORE EXPRESSLY GRANTS TO THE MORTGAGEE ITS SUCCESSORS AND ASSIGNS AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION AND ALL OTHER RIGHTS AND EASEMENTS OF RECORD FOR THE BENEFIT OF SAID PROPERTY. THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

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

DPS 049

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this _____ day of _____, 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:
 1904-C COLFAX, EVANSTON, ILLINOIS 60201
 (Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:
 COLFAX TERRACE
 (Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. CONDOMINIUM OBLIGATIONS. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. HAZARD INSURANCE. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then: (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium instalments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. PUBLIC LIABILITY INSURANCE. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. LENDER'S PRIOR CONSENT. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;


(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. REMEDIES. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

 (Seal) _____ (Seal)
 PAUL D. KAPLAN Borrower NANCY V. KAPLAN Borrower
 _____ (Seal) _____ (Seal)
 Borrower Borrower

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