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DEPT-01 RECORDING

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 - COOK COUNTY RECORDER

ITICOR TITLE INSURANCE **BOX 15**

THIS INSTRUMENT WAS PREPARED BY:

HEATHER HEINTZ

CITIBANK, F.S.B. P.O. Box 790147 - MS 747 St. Louis, MO 63179-9910

ACCOUNT NO.: 2705334650

EQUITY SOURCE ACCOUNT® MORTGAGE

CITIBANK, FEDERAL SAVINGS BAN'S, 100 W. Madison St., Chicago, IL 60661. The "Borrower" means
ROGER M. LAUTT, UNMARRIED
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 can estate, including the leasehold (if any), located at
2306 TAYLOR, CHICAGO, ILLINOIS 60612 COOK COUNTY
1117195
ming transmit and the second s
THIS MORTGAGE between You and Us is made as of the data part 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 FORTY TWO THOUSAND AND 00/100 dollars
45 42 000 00 \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \

be released even if all indebtedness under the Agreement is paid, unless and until We cause a mortgage selease 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 Corrower 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.

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

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 planed 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.

3204847

IF MORTGAGOR IS AN INDIVIDUAL:

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Payment of indebtedness. Borrower shall prot	hall promptly pay	dabni adt aub	dnesa secured by 't	gnibuləni agagnoM zi
on and We covenant and agree as follows:				
s as of the date of this Morrgage.				
ou warrant and will defend generally the title to the	tle to the Property a	bus entists Its 1	emands, except thos	l gnifirw ni bosolosib s
operty, and that the Property is unencumbered, exce				
ou covenant that You are lawfully seized of the es	of the estate hereby	reyed and have	gagnom oi idgin əh	, gran i, and convey th
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espectively, appeared before me this day in person,		ed that they sig	ed and delivered the	
	President			Secretary
, the undersigned, a Notary Public in and for said Co	et asid County, in the	Od .bisestots s.	HEREBY CERTIFY	1843
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- 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.
- 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 attain a priority over this Mortgage, and leasehold payments or ground rents, if any, by Your making payments, when due, directly to the payer 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.

You shall make payments, when due, on any indebtedness secured by a mortgage or other lien that is prior in right time to this Mortgage (a "Prior Mortgage"). You shall promptly discharge the lieu of any Prior Mortgage not disclosed to Us in writing at the time of application for the Agreement, provided, however, that You shall not be required to discharge any such lien so long as You shall (a) in good faith concer's such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or tor chure of the Property or any part thereof, or (b) secure from the holder of such prior lien an agreement in form and substance ast affectory to Us subordinating such lien to this Mortgage. You shall not enter into any agreement with the holder of a Prior Mortgage whereby such Prior Mortgage, or the indebtedness secured thereby is modified, amended; extended or renewed, without Car prior written consent. You shall neither request nor allow any future advances to be secured by a Prior Mortgage without Our prior written consent.

4. Hazard Insurance. You shall keep the improvements and such other managements included within the term "extended coverage," and such other managements and for such periods as We may require. Unless the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to compare coinsurance percentage stipulated in the hazard insurance policy. All insurance policies and renewals thereof shall be in form and substance and with carriers acceptable to Us and shall include a standard mortgagee 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 the insurance carrier and Us. We may make proof of loss to benefits. We are authorized to collect and apply the penefits. We are authorized to collect and apply the

If the Property is acquired by Us under Paragraph 14 of this Mortgage, all of Your right, 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 ale or acquisition, shall pass to Us to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

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.

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 payee; (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

ESA Morigage - 11, - 6/94 Page 1 of 6 (06/94) Rev. 07/05/94

adversely affects Our interest in the Property, We may, at Our option, take any action reasonably necessary (including, withour 6. Protection of Our Security. If You fail to perform Your obligations under this Mortgage, or if any action or proceedings rent loss in addition to the other hazards for which insurance is required herein. or repair of the Property, with any such distributions in excess of the Bridge of any lapse in any insurance coverage under a 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 eminant 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 tental units, You shall maintain insurance against and assume self-management of the Condominium Project. If the Property has tental units, You shall maintain insurance against

contained in this Paragraph 6 shall require Us to incur any expense or take any action hereunder. described in the Agreement, shall become indebtedness secured by this Mongage (except as expressly provided herein). Nothing to protect Our interest thereon at the variable rate limitation, paying expenses and attorney fees and to have entry upon the Property to make repairs) to perform Your obligations or

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

to the outstanding balance owed. shall be paid to Us. Meither Borrower not You will be relieved of any obligation to make payments if We apply the award received condemnation or other taking of the Figure or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and 8. Condemnation, The proceeds of any award or claim for damages, direct or consequential, in connection with any

apply the proceeds in the same manner as provided in Paragraph 4 hereof. damages, You fail to respond to Us within inity (30) (are after the date such notice is mailed, We are authorized to collect and 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

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

10. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall

of this Mortgage are for convenience only and are not to be used to interpret or define his provisions hereof. Paragraph 13 hereof. All Your covenants and agreements shall be joint and several fine captions and headings of the paragraphs bind, and the rights hereunder shall inure to, Your and Our respective successors and assigns, subject to the provisions of

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

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

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

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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: Legister 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 cents, 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 or firmishing 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 greated 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 Mortage 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 Walvers. 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 1 ofe 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 presentments, diligence, 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.

sums secured by this Mortgage and may invoke any remedies permitted by Paragraph 14. Agreement or this Mortgage unenforceable according to its terms. We may at Out option, require immediate payment in full of all without any prepayment charge due. It enactment or expiration of applicable laws has the effect of rendering any provision of the making a direct payment to You or Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment refunded to You or Borrower; We may choose to make this refund by reducing the principal owed under the Agreement or by

permitted limit; and (b) any such loan charge already collected from You or Borrower which exceeded permitted limits will be

that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Agreement 25. Loan Charges Legislation Affecting Our Rights. If the Agreement is subject to a law which sets maximum loan charges, and

26. Walver of Homestead. You waive all right of homestead exemption in the Property.

personal liability of any individual Bostower, co-maker or guarantor of the Agreement. the Property by enforcement of the povisions of this Mortgage and the Agreement, but this waiver shall in no way affect the liability, if any, being expressly wayted, and that any recovery on the Morigage or the Agreement shall be solely against and out of or any interest that may occur thereon, or to perform any covenants either express or implied contained in this Mortgage, all such be construed as creating say the Moresonally to pay amounts owing in connection with the Agreement or this Morigage by Us and by every person now or hereafter claiming any right hereunder that nothing contained herein or in the Agreement shall in the exercise of his power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed 27. Trustee Exculustion. If this Mortgage is executed by an Illinois land trust, You execute this Mortgage as trustee as aforesaid,

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Coomak
Combined
Coomak

RIDER - LEGAL DESCRIPTION

LOTS 1, 2 AND 3 (EXCEPT THE WEST 22.96 FEET AND EXCEPT THE EAST 50.05 FEET THEREOF) IN THE SUBDIVISION OF BLOCK 11 OF MORRIS SUBDIVISION OF OF FOR COOK COUNTY CLERK'S OFFICE THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

17-18-315-066-0000

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

Property of Cook County Clerk's Office