

UNOFFICIAL COPY

0 2 8 5 4 0 4 8

IDENTIFIED  
No.  
Registrar of Torrens Titles  
CAROL MOSELEY BRAUN  
Chiambrone

RESULT OF SEARCH:

CARD MOSELEY BRAUN  
REGISTRAR OF TITLES  
90 MAR -8 AM 11:35

Property of Cook County Clerk's Office

INTENDED GRANTEE OR ASSIGNEE:

773956

3-8-90 ✓

RESULT OF SEARCH:

PRESENT PARTIES IN INTEREST:

DATE OF SEARCH:

STATUTORY FEDERAL TAX LIEN SEARCH

DOCUMENT NO.

FORM 4111

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Property of Cook County Clerk's Office

Property

THAT PORTION OF BLOCK 9 IN THE RESUBDIVISION OF BLOCKS 9 AND 16 IN NORWOOD PARK, IN SECTION 6, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID BLOCK, DISTANT ALONG SAID LINE 50 FEET SOUTH FROM THE NORTH LINE OF SAID BLOCK; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID BLOCK 127 FEET TO THE WEST LINE OF AN ALLEY; THENCE SOUTH ALONG SAID ALLEY LINE 50 FEET; THENCE WEST 127 FEET TO THE WEST LINE OF SAID BLOCK; THENCE NORTH ALONG SAID BLOCK LINE 50 FEET TO THE POINT OF BEGINNING, OTHERWISE KNOWN AS LOT 3, IN SAID BLOCK 9, AS SHOWN ON THE PLAT RESTORED AND ESTABLISHED BY DECREE OF THE CIRCUIT COURT OF SAID COUNTY, ENTERED ON JULY 30, 1873, A COPY OF WHICH PLAT SO RESTORED AND ESTABLISHED WAS RECORDED IN THE RECORDER'S OFFICE OF SAID COUNTY, IN BOOK 6 OF PLATS, PAGE 9, AS DOCUMENT NO. 117853, IN COOK COUNTY, ILLINOIS.

TAX I.D. # 13-06-300-002

*CRD: 5937 N. Arden  
Chicago, IL*

THIS RIDER IS ATTACHED TO AND MADE PART OF THIS MORTGAGE DATED THIS 5TH  
DAY OF MARCH 1990, A.D.

Office

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Property of Cook County Clerk's Office

COMMUNITY TITLE GUARANTY COMPANY  
377 E. BUTTERFIELD ROAD, SUITE 100  
LOMBARD, ILLINOIS 60148

P.I.N. No. 13-06-300-002

which has the address of 5937 NORTH HARLEM  
CHICAGO, ILLINOIS 60631

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 stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "property."

You covenant that you are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant and convey the property and that the property is unencumbered, except for encumbrances of record. You, unless you are an Illinois land trust, warrant and will defend generally the title to the property against all claims and demands, subject to any encumbrances of record. You acknowledge that this Mortgage secures an Agreement that contains provisions allowing for changes in the interest rate, and that we may, prior to the maturity of the Agreement and subject to certain conditions, reduce the Available Line of Credit and/or require repayment of the total balance outstanding under the Agreement.

(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 late charges or other fees, charges or premiums imposed by the Agreement, the Security Agreement, or by this Mortgage.

SEE RIDER ATTACHED

NOTE IDENTIFIED

18602-190/1480

THIS MORTGAGE ("Mortgage") is made this 5TH day of MARCH 1990 between Mortgagor, DANIEL E MYDLOWSKI AND JACQUELINE C MYDLOWSKI, HIS WIFE (herein "You," "Your," or "Yours") and the Mortgagee, Citicorp Savings of Illinois, a Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States, whose address is One South Dearborn Street, Chicago, Illinois 60603 (herein "We," "Us," or "Our").

is (are) indebted to us pursuant to an Equity Source Account Agreement ("Agreement") of even date herewith, 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. \$ 30,000.00 (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 ten (10) years from the date hereof, thereafter, for periodic installment payments of 1/240th of the Outstanding Principal Balance in full in substantially equal installments of principal by the Maturity Date as more fully provided in paragraph 1(C) hereof, optional credit life and/or disability insurance premiums, and miscellaneous fees and charges for twenty (20) years; all interest, if not sooner paid, being due and payable approximately thirty (30) years 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 other 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 in this Mortgage, 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 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 located in the County of COOK and State of Illinois:

1990 EQUITY SOURCE ACCOUNT MORTGAGE  
444-094-1246  
This Instrument was prepared by: HELEN DEANOVICH  
3861848

CITICORP SAVINGS  
One South Dearborn Street  
Chicago, IL 60603

3861848

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Property of Cook County Clerk's Office

3/20/2011

COOK COUNTY CLERK'S OFFICE  
100 N. LAUREL ST. CHICAGO, IL 60602

COOK COUNTY CLERK'S OFFICE  
100 N. LAUREL ST. CHICAGO, IL 60602

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, and this Mortgage shall be applied, first to the Finance Charge stated in your oldest past due periodic Billing Statement, if any, and then (during the Closed-End Repayment Term) to the fraction of the Initial Closed-End Principal Balance due for the same and then (during the Closed-End Repayment Term) to the fraction of the Initial Closed-End Principal Balance due for the same and then (during the Closed-End Repayment Term) to the fraction of the Initial Closed-End Principal Balance due for the same. Principal Balance due on the next oldest past due statement, and then to successive past due statements, until all past due Finance Charges and the fraction of the Initial Closed-End Principal Balance due are fully paid. The balance of your payments will next be applied to the amounts stated due on the current periodic Billing Statement in the following order: (1) insurance premiums billed and past due; (2) any Annual Fee which is due and payable; (3) any other charge, excluding insurance premiums, authorized by the Agreement; (4) Finance Charges billed but not past due; (5) insurance premiums billed but not yet past due as of the current statement; and (6) payment of any Outstanding Principal Balance. Any balance of payment will be applied to payment of all Finance Charges which accrue after the Periodic Billing Statement date and prior to the date payment was received by us. Any remaining amount will create a credit balance. Charges incurred pursuant to paragraph 7 hereof will be treated as Finance Charges for purposes of application of payments only.

4. Charges. You shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may accrue prior to this Mortgage, and leasehold payments or ground rent, 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, any hazard included in the term "extended coverage" and any other hazard for which we require insurance. This insurance shall be maintained in the amounts and for the periods 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. 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 shall not be affected by the acquisition.

6. Preservation and Maintenance of Property. 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 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 right in the property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then we may, and we may be required to, 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 expenses 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 insurance as a condition of making the loan secured by this Mortgage, you shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with your and our written agreement or applicable law.

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

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

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

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

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

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Property of Cook County Clerk's Office

Rider:

Borrower Daniel B Mydlowski (SEAL)  
 Borrower Jacqueline C Mydlowski (SEAL)

Notwithstanding the provisions of paragraph 2(D) of the Security Instrument, for the First Seven Billing Cycles only, during the Revolving Line of Credit Term, the Margin shall be zero percent (0%). For the remainder of the Revolving Line of Credit Term the Margin provided in paragraph 2(D) of the Security Instrument shall apply, and will be effective for loans requested thereafter and for the then outstanding Principal Balance in Borrower's Account. By signing below, Borrower accepts and agrees to the terms and provisions contained in this Initial Reduced Rate

This Initial Reduced Rate Rider is made this 5TH day of MARCH, 1990, 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 Equity Source Account Agreement with Citicorp Savings of Illinois, A Federal Savings and Loan Association (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 5937 NORTH HARLEM CHICAGO, ILLINOIS 60631

Corporate Office  
 One South Dearborn  
 Chicago, Illinois 60603  
 Telephone (1 312) 977-5000



EQUITY SOURCE  
 ACCOUNT  
 Initial Reduced Rate Rider  
 444-094-1246

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03/09/2017

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When you receive this document, you will receive a copy of the original document. This document is a copy of the original document. It is not a substitute for the original document. If you need a copy of the original document, please contact the Cook County Clerk's Office.

COOK COUNTY CLERK'S OFFICE  
100 N. LAUREL ST. CHICAGO, IL 60602  
TEL: 312.603.1000 FAX: 312.603.1001  
WWW.COOKCOUNTYCLERK.COM

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Notary Public

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that 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 then and there acknowledged that he, as custodian of the corporate seal of said corporation did affix the said corporate seal of said corporation to said instrument for the uses and purposes therein set forth, and the said Secretary did also

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 then and there acknowledged that he, as custodian of the corporate seal of said corporation did affix the said corporate seal of said corporation to said instrument for the uses and purposes therein set forth, and the said Secretary did also

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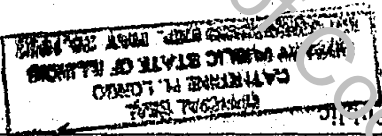
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3861818

3861818

Property of Clerk's Office



Notary Public  
Dated: March 5, 1990

Daniel E. Mydlowski  
Individual Mortgagee DANIEL E. MYDLOWSKI  
Individual Mortgagee JACQUELINE C. MYDLOWSKI  
Other Owner

IF MORTGAGOR IS AN INDIVIDUAL:  
Dated: MARCH 5, 1990  
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DANIEL E. MYDLOWSKI AND JACQUELINE C. MYDLOWSKI, HIS WIFE personally known to me to be the same person whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed, sealed and delivered the said instrument of the right of homestead. Given under my hand and official seal, this 5th day of March, 1990

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 and 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 attorney's 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 Execution. 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 or security 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 this 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.

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3864848

Property of Cook County Clerk's Office

IN DUPLICATE

3864848

1990 MAR - 8 PM 12: 03  
CAROL MOSELEY BRAUN  
REGISTRAR OF TITLES

Submitted by \_\_\_\_\_  
Address \_\_\_\_\_  
Promised \_\_\_\_\_  
Deliver certif. to \_\_\_\_\_  
Address 2964048  
Deliver to \_\_\_\_\_  
Address \_\_\_\_\_  
Deliver to \_\_\_\_\_  
Address \_\_\_\_\_  
Deliver to \_\_\_\_\_

CAMERONE

COMMUNITY TITLE GUARANTY CO.  
377 E. Butterfield Rd., Suite 100  
Lombard, Illinois 60148  
(708) 512-0444 1-800-222-1366