

MORTGAGE PREFERRED LINE

Ref.No.: 910770859320

3953358

One South Dearborn Street Chicago, Illinois 60603

NOTE IDENTIFIED

THIS MORTGAGE ("Mortgage") is made this 22nd day of March 1991 between Mortgagor, Elizabeth F. Kaplan Single, Never Married (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 One South Dearborn Street, Chicago, Illinois 60603 (herein "we," "us" or "our").

WHEREAS, Elizabeth F. Kaplan is (are) indebted to us pursuant to a Preferred Line Account Agreement ("Agreement") of even date hereof, in the principal sum of U.S. \$ 5,000.00, (Borrower's "Credit Limit") or so much of such principal as may be advanced and outstanding, with interest thereon, providing for periodic installment payments of principal of 1/60th of the principal balance outstanding and unpaid as of the date of the most recent advance to you thereunder, interest, optional credit life and/or disability insurance premiums, and miscellaneous fees and charges for ten (10) years from the date hereof; all such sums, if not sooner paid, being due and payable ten (10) 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 of you herein contained; (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"); (c) any "Loans" (advances of principal after the date hereof) as provided for in the Agreement (it being the intention of you and us 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:

PROPERTY DESCRIBED FOR LEGAL DESCRIPTION

ITEM 1. UNIT 1118 AS DESCRIBED IN SURVEY DELINEATED ON AND ATTACHED TO AND A PART OF A DECLARATION OF CONDOMINIUM OWNERSHIP REGISTERED ON THE 23RD DAY OF NOVEMBER, 1977 AS DOCUMENT NUMBER 2983544.

ITEM 2. AN UNDIVIDED 0.161 PERCENT INTEREST (EXCEPT THE UNITS DELINEATED AND DESCRIBED IN SAID SURVEY) IN AND TO THE FOLLOWING DESCRIBED PREMISES:

LOT 4 (EXCEPTING THEREFROM THE NORTHERLY 20 FEET THEREOF AND EXCEPTING THEREFROM THE WESTERLY 125 FEET AND 3/4 INCHES THEREOF), LOT 5 (EXCEPTING THEREFROM THE WESTERLY 125 FEET AND 3/4 INCHES THEREOF), LOT 6 (EXCEPTING THEREFROM THE WESTERLY 125 FEET AND 3/4 INCHES THEREOF) AND LOT 7 (EXCEPTING THEREFROM THE WESTERLY 125 FEET AND 3/4 INCHES THEREOF), ALL IN BLOCK 7 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 AND 33 TO 37, ALL INCLUSIVE, IN PINE GROVE, BEING PART OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT STRIP OF LAND LYING WEST OF THE WESTERLY LINE OF SHERIDAN ROAD, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 5, 1986 AS DOCUMENT NUMBER 2355030 IN BOOK 69 OF PLATS, PAGE 41 AND EAST OF THE EASTERLY LINE OF SAID LOTS 5, 6 AND 7 AND EASTERLY OF SAID LOT 4 (EXCEPTING THE NORTHERLY 20 FEET THEREOF), IN BLOCK 7 IN HUNDLEY'S SUBDIVISION AFORESAID AND BETWEEN THE NORTHERLY LINE EXTENDED OF SAID LOT 4 (EXCEPTING THE NORTHERLY 20 FEET THEREOF) AND THE SOUTHERLY LINE OF SAID LOT 7, BOTH CONTINUED STRAIGHT TO INTERSECT THE WESTERLY LINE OF SAID SHERIDAN ROAD IN FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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which may attain priority over this Mortgage, and leasehold payments or grounds rents, if any. You shall promptly furnish to us receipts evidencing these payments.

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 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.

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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.

8. Borrower Not Released; Forebearance by Us Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by us to any successor in interest of yours shall not operate to release the liability of the original Preferred Account Holder's or your successor in interest. We shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Account Holder or Account Holder's successors in interest. Any forbearance by us in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

9. Successor and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of you and us, subject to the provisions of paragraph 12. Your covenants and agreements shall be joint and several. Any Mortgagor who co-signs this Mortgage but does not execute the Agreement: (a) is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that we and any other Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this

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Citibank Federal Savings Bank, Illinois 60611  
One South Dearborn, Chicago, Illinois 60604

CITIBANK COPY Form PL 4300 (1/79)

9. **Successor and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of you and us, subject to the provisions of paragraph 12. Your covenants and agreements shall be joint and several. Any Mortgagor who co-signs this Mortgage but does not execute the Agreement; (a) is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that we and any other Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this

of any right or remedy. Any forbearance by us in exercising any right or remedy shall not be a waiver of or preclude the exercise of the sums secured by this Mortgage by reason of any demand made by the original Account Holder or Account Holder's successors in interest. Any successor in interest or refuse to extend time for payment or otherwise modify amortization commenced proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage granted by us to any successor in interest or your shall not operate to release the liability of the original Preferred Account Holder's or your successor in interest. We shall not be required to

8. **Borrower Not Released; Forebearance by Us Not a Waiver.** Extension of the time for payment or modification provided in the Agreement and shall be payable, with interest, upon notice from us to you requesting payment. Unless you and we agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate Any amounts disbursed by us under this paragraph 7 shall become additional debt of yours secured by this Mortgage. on the Property to make repairs. Although we may take action under this paragraph 7, we do not have to do so.

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 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 sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering whatever is necessary to protect the value of the Property and our rights in the Property. Our action may include paying any

6. **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. We shall promptly furnish to us receipts evidencing these payments.

5. **Application of Payments.** Unless applicable law provides otherwise, all payments received by us under the Agreement and this Mortgage shall be applied as provided in the Agreement. Charges incurred pursuant to paragraph 7 hereof will be treated as Finance Charges for purposes of application of payments only.

4. **Finance Charges.** You agree to pay interest (a "Finance Charge") on the Outstanding Principal Balance of your Preferred Line Account as determined by the Agreement. You agree to pay interest at the Annual Percentage Rate of 14.4000%.

3. **Agreed Periodic Payments.** During the term hereof, you agree to pay on or before the payment due date shown on each periodic Billing Statement the Minimum Payment Due for the Billing Cycle (each Billing Cycle will be approximately one month). The payment due date for each Billing Cycle is approximately every five (5) days after the close of the Billing Cycle. If, on the Maturity Date, you still owe amounts under the Agreement, you will pay those amounts in full on the Maturity Date.

2. **Line of Credit Loan.** This Mortgage secures a Line of Credit Loan Agreement. You will enjoy access to that Line of Credit during the term hereof.

1. **Payment of Principal and Interest.** You shall promptly pay when due by the terms of the Agreement 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 or by this Mortgage.

Covenants. You and we covenant and agree as follows:

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 not encumbered, except for encumbrances of record. You, unless you are an Illinois land trust, warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

P.L.N. No. 1: 14-21-110-020-1224  
P.L.N. No. 2:

PROPERTY ADDRESS: 3600 Lake Shore Drive Unit 1118  
Chicago, Illinois 60613

SEE ATTACHED FOR FULL DESCRIPTION

NOTE IDENTIFIER



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## CONDOMINIUM RIDER

PREFERRED LINE

One South Dearborn Street  
Chicago, Illinois 60603

Number: 910770859320

THIS CONDOMINIUM RIDER is made this 22nd day of March, 1991 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 to secure Borrower's Preferred Line Agreement with Citibank, Federal Savings Bank (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

3600 Lake Shore Drive Unit 1118  
Chicago, Illinois 60613  
(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

3600 LAKE SHORE DRIVE CONDOMINIUM  
(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:

Borrower's obligation under Paragraph 4 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 Paragraph 8.

**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 rate provided in the Preferred Line Agreement 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.

Borrower Elizabeth F. Kaplan Date: 3/27/91

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Mortgage or the Agreement without that Mortgagor's consent. Such a Mortgagor is identified below by executing this Mortgage as an "other owner" of the Property.

**16. Prior Mortgages.** You covenant and agree to comply with all of the terms and conditions and covenants of any mortgage, trust deed or similar security instrument affecting the Property which has or may have priority over this Mortgage, including specifically, but not limited to, timely making the payments of principal and interest due thereunder. Your failure to make such payments or keep such terms, conditions and covenants as provided for in such prior mortgages, trust deeds or security agreements shall constitute a default under this Mortgage, and we may invoke the remedies specified in paragraph 14 hereof.

**11. Default.**

(a) The occurrence of any of the following events shall constitute a default by you under this Mortgage: (1) failure to pay when due any sum of money due under the Agreement or pursuant to this Mortgage; (2) your action or inaction adversely affects our security for the Agreement or any right we may have in that security; (3) you gave or give us any false or materially misleading information in connection with any Loan to you or in your application for the Preferred Line Account; (4) title to your home, the Property, is transferred as more fully described in paragraph 12 below; or (5) any of you die.

(b) If you are in default under the Agreement or this Mortgage, we may terminate your Preferred Line Account and require you to pay immediately the principal balance outstanding, any and all interest you may owe on that amount, together with all other fees, costs or premiums charged to your account. The principal balance outstanding under the Agreement after default shall continue to accrue interest until paid at the rate provided for in the Agreement as if no default had occurred. In addition to the right to terminate your Preferred Line 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 you under the Agreement (reduce your Credit Limit). If we refuse to make additional Loans to you after default, but do not terminate your account, you must notify us in writing if you would like to obtain further Loans and can demonstrate that the condition that led to the default no longer exists.

**12. 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 and payable.

**13. Right to Reduce Line of Credit.** We may reduce your Credit Limit or suspend your credit privileges (refuse to make additional Loans) if: (a) the value of the your Property drops significantly below the appraised value upon which the Agreement was based; (b) a material change in your financial circumstances gives us reason to believe that you will not be able to make the required payments; (c) governmental action precludes us from charging the Annual Percentage Rate permitted by the Agreement or governmental action adversely affects our lien priority such that the value of our security interest falls below 120% of your Credit Limit; (d) we are notified by our Regulatory Agency that continuing to make Loans constitutes an unsafe and unsound practice; or (e) you are in default of any material obligation under the Agreement. If we refuse to make further Loans to you, but do not terminate your Preferred Line Account, you must notify us in writing if you would like to obtain further Loans and can demonstrate that the conditions that gave us the right to refuse to make further Loans has changed.

**14. Acceleration; Remedies.** Upon a Default by you under this Mortgage, we, at our option, 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 14, including, but not limited to, reasonable attorneys' fees and costs of the evidence.

**15. Waiver of Homestead.** You waive all right of homestead exemption in the property.

Dated: 3/22/91  
Elizabeth F. Kaplan (Seal)  
Mortgagor **Elizabeth F. Kaplan**

State of Illinois }  
County of Cook } ss. Gerald Hicks

I, the undersigned, a Notary Public in and for said County, in the State aforesaid DO HEREBY CERTIFY that **Elizabeth F. Kaplan**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 22nd day of March, 19 91



Gerald Hicks  
Notary Public

Commission Expires

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CHICAGO TITLE INS. CO.  
CREATED UNDER  
ILL. STAT. CH. 150/10-1

1933996  
DUPLICATE

DUPLICATE

3953358

Submitted by \_\_\_\_\_  
 Address \_\_\_\_\_  
 Amount \_\_\_\_\_  
 Date of Issue \_\_\_\_\_  
 3953358  
 Address \_\_\_\_\_  
 Name of Applicant Trust \_\_\_\_\_  
 Date of Issue \_\_\_\_\_  
 Amount \_\_\_\_\_

CHICAGO TITLE INS. CO.

3953358

CHICAGO TITLE INS. CO.  
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