

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 borrowings, shall exceed the amount required to pay the severance terms when due, the excess shall be, at your option, either promptly repaid to you or extended to you on monthly payments of funds. If the amount of the funds held by us is not sufficient to pay the severance terms when due, you shall pay to us any amount necessary to make up the deficiency in one or more payments as required by us.

The fund shall be held in an institution the expenses of which are incurred or incurred by a federal or state agency including in it the sum on hand at the time of its creation. The fund shall apply the funds to pay the severance taxes. We may not charge for holding and applying the funds, excepting the account of verifying the severance taxes, unless we pay you interest on the funds and applying the funds to make such a charge. You said we may agree in writing that we pay you interest paid on the funds in interest or earnings on the funds. We shall give to 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 are paid out of the funds as an agreement is made or applicable law requires interest to be paid, we shall not be required to pay you any interest or earnings on the funds.

2. FUNDS FOR TAXES AND INSURANCE

Subject to applicable law or to a written waiver by us, you shall pay to us the day preceding payment under this insurance policy:

SCROLL 2

The interest rate effective on the First Change Date will be the Current Reference Rate plus a Margin of ONE E.^{1/4} (1.25 %) Present On and succeeding Change Dates, as will determine the Current Reference Rate, and the new interest rate will be equal to the Current Reference Rate, plus the Margin of ONE E.^{1/4} (1.25 %) Present On and succeeding Change Dates, as will be effective with each Change Date, and will be reflected in the payment due immediately after that change Date.

Each day on which the interest rate is effective during the Closed-End Repayment Term may change, and the first day of the Closed-End Repayment Term, is a "Change Date". Interest rates change during the Closed-End Repayment Term of the Closed-End Repayment Term and on the same day of the month every twelve (12) months thereafter.

(ii) **INTEREST DURING THE CLOSING AND PAYMENT TERM.** You agree to pay interest (Finance Charges) during the closing and payment term on the principal balance of your equity source account which has not been paid beginning on the day after the closing date, in continuing until the full outstanding principal balance has been paid. Your outstanding principal balance as of your closing date will consist of the closing and payment term interest plus the closing and payment term fees of your closing date plus any other amounts due under your closing and payment terms. You agree to pay interest on the outstanding principal balance during the closing and payment term at the rate of **12% (twelve percent per annum).** Notwithstanding the above, if you have used equity sources account which has not been paid to refinance to herein as of the initial closing date, you will pay interest on the outstanding principal balance during the closing and payment term at the rate of **12.5% (twelve and five tenths percent per annum).** If you have used equity sources account which has not been paid to refinance to herein as of the initial closing date, you will pay interest on the outstanding principal balance during the closing and payment term at the rate of **13% (thirteen percent per annum).**

ONE & 1/4 25% %) percent for the applicable Billing Cycle.

WHICH THE GROWTH OF TRADE AND INDUSTRY HAS BEEN GREATLY ASSISTED.

This Reference Rates shall be the prime rates of interest as published in the Money Rates Section of the Wall Street Journal or the first business day of each month, regardless of when such rates were quoted by the Commercial Banks to the World Street Journal. The Reference Rates to be determined by the Wall Street Journal as the base rate on corporate loans at large U.S. Money Center Commercial Banks. In the event more than one Reference Rate is published by the Wall Street Journal on any particular day, the lower rate shall apply. In the event such a Reference Rate ceases to be published by the Wall Street Journal, we will select a new Reference Rate that is based upon comparable information, and if necessary, a substitute "Rate", so that the change in the Reference Rates in substantially the same Annual Percentage Rate.

Outstanding Principals' Salaries of Your County Schools during the Revolving Line of Credit Term as determined by the Agreements.

(8) Permissible necessary to reduce the Overstanding Balance of your account to your credit limit; and (9) any part due payments. The payment due date for each Billing Cycle is approximately twenty-five (25) days after the close of the Billing Cycle. During the Closed-End Repayment Term you agree to pay on or before the payment due date shown on each Periodic Billing Statement a minimum payment due computed in the same way as above, plus 1/240th of your initial Closed-End Principal Balance owned by you to us at the end of the revolving Line of Credit if your Closed-End Principal Balance (the Principal Balance plus interest accrued on it since the last payment) has been used in an Equity Source Account that has not been posted to your account as of the Conversion Date, as detailed in the Agreement, and that check is subsequently paid by us as provided in Paragraph 2 (c) of the Agreement, your minimum payment thereafter will include, instead of 1/240th of your initial Closed-End Principal Balance, a fraction of the outstanding principal balance after payment of 1 and a denominator equal to the number of Billing Cycles left in the Closed-End Repayment Term, so that your second to fulfill paid in subscriber liability detailments by the maturity date.

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.

ARTICLES OF AGREEMENT. These and the following on the property to make payment, which may take several days, will be held by us under this paragraph, & shall become additional debt of Yours Sealed by this Mortgage, not have to do so.

shall not merge unless we agree to the merger in writing.

6. PRESERVATION AND MAINTENANCE OF PROPERTY : LEASORHOLD : You shall not destroy, damage or subdivide wholly or partially 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 lessor and fee title

Unless we send you otherwise in writing, any application of funds made to principals 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 2D, the property is acquired by us, your right to any insurance policies and benefits resulting from damage to the property prior to the acquisition shall pass to us to the extent of the sum assessed by this mortgage immediately prior to the acquisition.

If you do not make prompt payment of your premium, insurance proceeds shall be applied to restoration or repair of the property damage, if the restoration of repair is soon materially feasible and our security is not lessened. If the restoration or repair of your property is not completed within thirty (30) days from the date of loss, we may use the proceeds to replace or restore the property or to pay sums so saved by the insurance proceeds. We may use the proceeds to replace or restore the property or to pay sums so saved by the insurance proceeds. We may use the proceeds to replace or restore the property or to pay sums so saved by the insurance proceeds.

make those payments directly, you shall promptly turn them over to us receivers for distribution among the beneficiaries.

8. HAZARD INSURANCE. You shall keep the improvements now existing or hereafter erected on the property insured against losses by fire, and we shall include 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 periods that we require. The insurance carrier providing the insurance shall be liable to you under such liability policy as we may require.

9. HAZARD INSURANCE. You shall promptly turn them over to us receivers for distribution among the beneficiaries.

All insurance policies and renewals shall be susceptible to our approval which shall not be unreasonably withheld.

We shall have the right to hold the policies and renewals which shall be susceptible to us and shall permit us to do all reasonable and lawful acts to the insurance carrier and us. We may make good

4. CHARGES TO TENANT. You shall pay the taxes, assessments, charges, expenses and incidental expenses incident to the ownership and operation of the Premises.

3. APPROXIMATION OF PAYMENTS. Unless applicable law provides otherwise, all Payments received by us under this Agreement and this Mortgage shall be applied, first to the Finance Charges stated in your oldest part due period(s) following the date of the Disbursement, if any, and then (during the Disbursed-and Repayment Term) to the creation of the initial Closed-and Principal Balances due on the next oldest maturity to Finance Charges and the creation of the initial Closed-and Principal Balances due on the same Payment Periods during the Disbursed-and Repayment Term, Payments will then be applied similarly to Finance Charges and the creation of the initial Closed-and Principal Balances due on the next oldest maturity to Finance Charges and the creation of the initial Closed-and Principal Balances due until all past due Finance Charges and the creation of the initial Closed-and Principal Balances due on the next oldest maturity to Finance Charges and the creation of the initial Closed-and Principal Balances due on the same Payment Periods until next to be applied to the amount(s) stated due on the current period(s) paid. The balance of your payments will next be applied to the amount(s) stated due on the initial Closed-and Principal Balances due on the past due period(s) authorized in the Agreements of this Agreement, unless otherwise provided. Any Annual Fee which is due and payable statement in the following order: (1) insurance premiums billed and past due; (2) any other charges, excluding interest, measured in premiums, authorized by the Agreements; (3) any other charges, excluding interest, measured in premiums, authorized by the Agreements; (4) Finance Charges billed but not past due; (5) insurance premiums billed but not yet past due as of the current statement; and (6) Payments of any outstanding principal balances. Any balance of payment will be applied to principal until it reaches a credit balance. Charges incurred pursuant to paragraph 7 hereof will be treated as Finance Charges for purposes of application of § 14-3a(a) only.

Upon payment in full of all sums secured by this Mortgage, and termination of this Agreement, we shall property refund to you any funds held by us. If under Paragraph 2D, the property is sold or acquired by us, we shall provide to the same holder of funds in severance of the property, with proof of payment of such funds in severance.

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 the bona fide 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.

10. **YOU'RE NOT RELEASED; FORBEARANCE 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 your original 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 you or your 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.

11. **SUCCESSOR AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS.** The covenants and agreements of this Mortgage shall bind and benefit our and your successors and assigns, subject to the provisions of paragraph 18. 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 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.

12. **LOAN CHARGES.** If the Agreement secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from you which exceeded permitted limits will be refunded to you. We may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to you. If a refund reduces principal, the reduction will be treated as a partial prepayment without any pre-payment charge under the Agreement.

13. **NOTICES.** Any notice to you provided for in this Mortgage shall be given by delivering it or by mailing it by first class mail, unless applicable law requires use of another method. The notice shall be directed to the property address or any other address you designate by notice to us. Any notice to us shall be given by first class mail to our address stated herein or any other address we designate by notice to you. Any notice provided for in this Mortgage shall be deemed to have been given as provided in this paragraph.

14. **GOVERNING LAW; SEVERABILITY.** This Mortgage shall be governed by federal law and regulation and the law of the jurisdiction in which the property is located. In the event that any provision or clause of this Mortgage or the 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 Agreement are declared to be severable.

15. **YOUR COPY.** You shall be given one conformed copy of the Agreement and of this Mortgage.

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 payment; 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 20 hereof.

17. **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, or the Security Agreement; (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 Equity Source Account; (4) title to your home, the property, is transferred as more fully described in paragraph 19 below; or (5) any of you die.

(b) If you are in default under the Agreement or this Mortgage, we may terminate your Equity Source 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 Equity Source Account and demand 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 us to the default no longer exists.

18. **RIGHT TO REDUCE LINE OF CREDIT.** We may, during the Revolving Line of Credit Term, reduce your Credit Limit or suspend your credit privileges (refuse to make additional Loans) if: (a) the value of 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 percent of your Credit Limit; (d) the cap on the maximum Annual Percentage Rate provided in the Agreement prevents us from increasing the Annual Percentage Rate to match one or more increases in the Reference Rate; (e) we are notified by our Regulatory Agency that continuing to make Loans constitutes an unsafe and unsound practice; or (f) 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 Equity Source 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.

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 enters 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 household 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.

UNOFFICIAL COPY

CITIBANK

INITIAL REDUCED RATE RIDER EQUITY SOURCE ACCOUNT[®]

444-300-7986

This Initial Reduced Rate Rider is made this 17TH day of JULY, 1991, 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 Citibank, Federal Savings Bank (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 228 W. WESTMERE DES PLAINES, IL 60005

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 Rider.

Michael D. Schultz _____ (SEAL)
Borrower MICHAEL D. SCHULTZ

Cindy L. Benziger _____ (SEAL)
Borrower CINDY L. BENZIGER SCHULTZ F/K/A
CINDY L. BENZIGER CS

3381914

UNOFFICIAL COPY

Report No.

Property of Cook County Clerk's Office

REPORT

UNOFFICIAL COPY

20. ACCELERATION; REMEDIES. We shall give notice to you prior to acceleration following your breach of any covenant or agreement in this Mortgage (or 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 and possess 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 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 any said Agreement or any interest that may accrue thereon, or any indebtedness securing 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.

Date: JULY 17, 1991

IF MORTGAGOR IS AN INDIVIDUAL:

Michael Schultz
Individual Mortgagor MICHAEL D. SCHULTZ

Cindy L. Schultz
Individual Mortgagor CINDY L. SCHULTZ
FKA CINDY L. BENZIGER

Other Owner

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MICHAEL D. SCHULTZ AND CINDY L. SCHULTZ FKA CINDY L. BENZIGER , 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 as THEIR 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 17th day of July, 1991.

Commission Expires: 6/31/92

Terry J. Mull
Notary Public

IF MORTGAGOR IS A TRUST:

| | | |
|-----------|---|---------|
| By: _____ | OFFICIAL SEAL TERRY J. MULL NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. JUNE 30, 1992 | (Title) |
|-----------|---|---------|

ATTEST:

Its _____ (Title)

STATE OF ILLINOIS)
) SS
COUNTY OF)

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 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 _____.

Commission Expires: COO CY _____
First Bank, Federal Savings Bank
One South Dearborn Street
Chicago, IL 60603

Terry J. Mull
Notary Public

3881914

UNOFFICIAL COPY

Property of Cook County Clerk's Office

3981914

35

SILVEY-BRANU
REG'D. TITLE TITLES

| | | | |
|--------------|------------|-----------|------------|
| Submitted by | [REDACTED] | File # | [REDACTED] |
| Address | [REDACTED] | Credit to | [REDACTED] |
| Phone no. | [REDACTED] | Address | [REDACTED] |
| Date | [REDACTED] | Initials | [REDACTED] |
| | | | |

3981914

3981914
[REDACTED]
[REDACTED]

COMMUNITY TITLE & TRUST CO.
350 N. La Salle Street
Suite 250
Chicago, IL 60610
(312) 484-0210

2/28/2014
2/23/2014
15