

Mortgage to Secure a PREFERRED LINE Agreement

UNOFFICIAL COPY CITICORP SAVINGS

-88-452308

444 112 6269

PREFERRED LINE P.O. Box 803487 Chicago, Illinois 60680 Telephone (1 312) 821 3117

This Instrument was prepared by:

Cassandra Norris

THIS MORTGAGE ("Mortgage") is made this 1st day of October 1988 between Mortgagor, JOHN R. BONER AND JOAN A. BONER, HIS WIFE.

"Borrower" 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, One South Dearborn Street, Chicago, Illinois 60603 ("Lender").

WHEREAS, Borrower is indebted to Lender pursuant to a Preferred Line Account Agreement ("Agreement") of even date hereof, in the principal sum of U.S. \$ 15,000.00 (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 Borrower hereunder, 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 Lender the repayment of the indebtedness under the Agreement, with interest thereon, and payment of all other sums, with interest thereon advanced to protect the security of this Mortgage, and the performance of the covenants, and agreements of the Borrower under the Mortgage and the Agreement, (b) the repayment of any future advances, with interest, made to Borrower by Lender pursuant to paragraph 7 hereof ("future advances"), and (c) any "Loans" (advances of principal after the date hereof as provided for in the Agreement (it being the intention of Lender and Borrower 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). Borrower does hereby mortgage, grant, convey and warrant (unless Borrower be an Illinois land trust, in which case Borrower mortgages, grants, conveys and quit claims) to Lender the following described property ("Property") located in the County of COOK and State of Illinois:

LOTS 6 & 7 IN BLOCK 20 IN THE VILLAGE OF MATTESON IN THE NE 1/4 OF THE NW 1/4 OF SECTION 26, TOWNSHIP 25 N. RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

P.L.N. No. 31-26-111-003 & 002

PROPERTY ADDRESS: 3727 W. 216TH PLACE MATTESON, ILLINOIS 60443

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the property and that the property is unencumbered, except for encumbrances of record. Borrower, unless Borrower is 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.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower 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.

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

3. Agreed Periodic Payments. During the term hereof, Borrower agrees to pay on or before the payment due date shown on each periodic Billing Statement the Minimum Payment Due for that Billing Cycle (each Billing Cycle will be approximately one month). The payment due date for each Billing Cycle is approximately twenty five (25) days after the close of the Billing Cycle.

If, on the Maturity Date, Borrower still owes amounts under the Agreement, Borrower will pay those amounts in full on the Maturity Date.

4. Finance Charges. Borrower agrees to pay interest ("Finance Charge") on the Outstanding Principal Balance of Borrower's Preferred Line Account as determined by the Agreement. Borrower agrees to pay interest at the Annual Percentage Rate of 14.40%.

Lender reserves the right, after notice to Borrower, to change the Annual Percentage Rate, the Credit Limit, or cancel Borrower's Preferred Line Account.

5. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender 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.

6. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender receipts evidencing these payments.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenant and agreement contained in this Mortgage, or there is a legal proceeding that may significantly affect Lender's rights in the property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or Regulations), then Lender may do and pay for whatever is necessary to protect the value of the property and Lender's rights in the property. Lender's 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 Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Mortgage. 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 Agreement and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

PL 10-106

-88-452308

Commission Expires: 8-27-89

-88-482308

Nary Public

Barbara Williams

19 88 day of Oct

(given under my hand and official seal, this

and delivered the said instrument as THIS

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed, sealed,

JOHN H. BONER AND JOAN V. BONER, HIS WIFE

L, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

STATE OF ILLINOIS ) SS ) COUNTY OF COOK )

88-482308

BORROWER JOHN A. BONER

*John A. Boner*

BORROWER JOHN H. BONER

*John H. Boner*

BORROWER

BOOK NUMBER RECORD

117.77

Dated: 10-1-88

14. Waiver of Homestead. Borrower waives all right of homestead exemption in the property.

13. Acceleration Remedies. Upon a default by Borrower under this Mortgage, Lender at its option, may require immediate payment in full of all sums secured by this Mortgage with or without demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 13, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

12. Transfer of the Property. If all or any part of the property or an interest therein is sold or transferred by Borrower or if the beneficial interest of any part thereof in any land trust holding title to the property is assigned, sold or transferred, or if the beneficial interest of the property or the title holding trust enters into any agreement for installment sale of the property or the beneficial interest in the title holding land trust, without Lender's prior written consent, excluding (a) the creation of a purchase money security interest for household appliances to be transferred by devise, descent or by operation of law upon the death of a joint tenant, or for a grant of any life interest of three years or less, not continuing an option to purchase, Lender may, at Lender's option, declare all sums secured by this Mortgage to be immediately due and payable.

(B) If Borrower is in default under the Agreement or this Mortgage, Lender may require Borrower to pay immediately the principal balance outstanding, any and all interest, together with all other fees, costs and premiums charged to Borrower's 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.

(A) Borrower shall commit a default under this Mortgage if any of the following occurs: (1) failure to pay when due any sum of money due under the Agreement or pursuant to this Mortgage; (2) failure to perform or keep any term, provision, condition, covenant, warranty or representation contained in the Agreement or the Mortgage which is required to be performed or kept by Borrower; (3) occurrence of a default or an event of default under any agreement, instrument, or document before, now or at any time hereafter delivered to Lender by any guarantor of Borrower's obligations under the Agreement or the Mortgage; (4) occurrence of a default or an event of default under any agreement, instrument, or document before, now or at any time hereafter delivered to Lender by any guarantor of Borrower's obligations under the Agreement or the Mortgage; (5) if the property that is the subject of this Mortgage or the beneficial interest in any land trust holding title to that property is attached, seized, subject to a writ of distress, garnishment, or is levied upon or becomes subject to any lien or comes within possession of any receiver, trustee, custodian or assignee for benefit of creditors, or if such property or beneficial interest is encumbered or suffers such an encumbrance or claim of lien (except such encumbrances that are expressly subordinate to this Mortgage) to the thing of any partition under any Section of the Bankruptcy Reform Act of 1978 or any similar law by Borrower or against Borrower and such partition is not dismissed within 90 days; or (6) Borrower shall be declared incompetent, or if a conservator shall be appointed for any or all of Borrower's assets, including the property; (7) Borrower defaults in, or an action is filed alleging a default in any other obligation of Borrower, to creditors other than Lender; (8) Lender receives actual knowledge that Borrower made any material misrepresentation or omitted any material information in the Agreement, Mortgage or in Borrower's application for the Agreement.

11. Default

10. Prior Mortgages. Borrower covenants and agrees 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, but not limited to, timely making the payments of principal and interest due thereunder. Failure of Borrower to make such payments or keep such terms, conditions and covenants as provided for in such prior mortgage, trust deed or security agreement shall constitute a default under this Mortgage, and Lender may make the remedies provided in paragraph 13 hereof.

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 Lender and Borrower, subject to the provisions of paragraph 12. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Mortgage but does not execute the Agreement, as is required by signing this Mortgage, shall be bound by the terms of this Agreement, and he agrees that Lender and any other Borrower may agree to extend, modify, foreclose or make any accommodations with regard to the terms of this Mortgage or the Agreement without that Borrower's consent.

8. Borrower Not Released: Forbearance by Lender Not a Waiver; Extension of the Time for Payment or Modification of Amortization of the Sums Secured by this Mortgage. Grant and convey that Borrower's interest in the property under the terms of this Mortgage, this not personally obligated to pay the sums secured by this Mortgage, and he agrees that Lender and any other Borrower may agree to extend, modify, foreclose or make any accommodations with regard to the terms of this Mortgage or the Agreement without that Borrower's consent.

7. Borrower Not Released: Forbearance by Lender Not a Waiver; Extension of the Time for Payment or Modification of Amortization of the Sums Secured by this Mortgage. Grant and convey that Borrower's interest in the property under the terms of this Mortgage, this not personally obligated to pay the sums secured by this Mortgage, and he agrees that Lender and any other Borrower may agree to extend, modify, foreclose or make any accommodations with regard to the terms of this Mortgage or the Agreement without that Borrower's consent.