

Mortgage
to Secure a
PREFERRED LINE
Agreement

UNOFFICIAL COPY

CITICORP
SAVINGS

PREFERRED LINE

P.O. Box 803487

Chicago, Illinois 60680

Telephone (1 312) 621 3117

444 112 0914

This Instrument was
prepared by:

Cassandra Norris

-88-487598

THIS MORTGAGE ("Mortgage") is made this 6th day of October,
1988 between Mortgagor, EARL E. FREDERICK, JR. AND BARBARA J. FREDERICK, 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. \$ 10,000.00, (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 (a) 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:

UNIT #201 & 203 IN HAMPTON HOUSE CONDOMINIUM AS DELINEATED ON A SURVEY OF
THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 1, 2 & 3 (EXCEPT THE SOUTH 10 FEET OF LOT 3), IN SISSON'S LAKE SHORE
ADDITION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 12,
TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM
RECORDED AS DOCUMENT #24875196 & AS AMENDED BY DOCUMENT #24887434 TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS OF SAID CONDOMINIUM, IN COOK COUNTY, IL, AS SET FORTH IN STAD RECORDED DECLARATION,

AS AMENDED. 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 (a "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 household 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 covenants and agreements 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.

UNOFFICIAL COPY

RECORDED IN THE RECORDS OF COOK COUNTY CLERK'S OFFICE

7. Protection of Lender's Rights in the Property If Borrower fails to perform the terms of this Agreement and Lender does not have to do so, Borrower may request payment.

Any sums disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this paragraph.

Borrower agrees to pay all taxes, assessments, charges, fines and impositions attributable to the property, even though reasonable attorney fees and costs are payable. All though Lender may take action under this paragraph, Lender shall not sue to recover amounts paid by a lessor which has priority over this paragraph, unless such a suit is necessary to protect the value of the property and Lenders rights in the property from loss or damage due to the property being unmarketable, defective, or otherwise failing to conform to the property descriptions in the title or to the requirements of the law.

Lender's rights under this paragraph are limited to those described below.

7.1. **Property Taxes** Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property.

7.2. **Annual Percentage Rate** Borrower reserves the right to change the Annual Percentage Rate, the type of interest rate or contract rate.

7.3. **Periodic Payments** Unless applicable law provides otherwise, all payments received by Lender under this Agreement and this Paragraph shall be applied as provided in the Application for purposes of application of payments only.

7.4. **Prepayment** Prepaid amounts shall be applied as follows:

7.4.1. **Fines** Borrower shall pay all fines, assessments, charges, fines and impositions attributable to the property.

7.4.2. **Interest** The portion of payments received by Lender under this Paragraph shall be applied as follows:

7.4.3. **Principle** The portion of payments received by Lender under this Paragraph shall be applied as follows:

7.4.4. **Other** The portion of payments received by Lender under this Paragraph shall be applied as follows:

7.5. **Interest Accrued** Interest accrued by Lender under this Paragraph on the unpaid principal balance of the loan will be calculated daily using the simple interest method at the Annual Percentage Rate of 14.40%.

7.6. **Other Expenses** Borrower agrees to pay interest on the unpaid principal balance of the loan at the rate of 1.5% per month, until paid.

7.7. **Penalties** In the event that Lender's rights under this Paragraph exceed the amount required to satisfy the obligation, Lender may demand payment of the amount required plus a sum equal to twice the amount of the excess.

7.8. **Attorneys' Fees** Lender may demand payment of the amount required to satisfy the obligation, plus attorneys' fees and costs of collection.

7.9. **Disbursements** Lender may demand payment of the amount required to satisfy the obligation, plus disbursements of counsel, legal expenses, and other expenses.

7.10. **Costs of Collection** Lender may demand payment of the amount required to satisfy the obligation, plus all costs of collection.

7.11. **Recovery of Legal Expenses** Lender may demand payment of the amount required to satisfy the obligation, plus all costs of collection, plus reasonable attorney fees.

7.12. **Other** Lender may demand payment of the amount required to satisfy the obligation, plus all other expenses.

Credit Limit Credit limit \$5000.

PLN. No. 20-12-112-018-1004 s. 1006 PROPERTY ADDRESS: 5300 S. Shore Drive

-----SEE ATTACHMENT-----

"Borrower conveys to Lender all the right, title, and interest in and to the property described below, including fixtures, fittings, personalty, equipment, supplies, goods, materials, and all other property, now or hereafter owned by Lender, and which are used in the conduct of Lender's business." "Lender conveys to Borrower all the right, title, and interest in and to the property described below, including fixtures, fittings, personalty, equipment, supplies, goods, materials, and all other property, now or hereafter owned by Borrower, and which are used in the conduct of Borrower's business." "Borrower conveys to Lender all the right, title, and interest in and to the property described below, including fixtures, fittings, personalty, equipment, supplies, goods, materials, and all other property, now or hereafter owned by Lender, and which are used in the conduct of Lender's business." "Lender conveys to Borrower all the right, title, and interest in and to the property described below, including fixtures, fittings, personalty, equipment, supplies, goods, materials, and all other property, now or hereafter owned by Borrower, and which are used in the conduct of Borrower's business."

"**TERMS OF CREDIT** This Mortgage is subject to the terms of the Agreement for the credit limit described below:

1. **Interest Rate** Interest rate 14.40%.

2. **Term** Term of one month.

3. **Maturity Date** Maturity date 15 days after the term begins.

4. **Charges** Borrower agrees to pay interest on the unpaid principal balance of the loan at the rate of 1.5% per month, until paid.

5. **Principle** The portion of payments received by Lender under this Paragraph shall be applied as follows:

5.1. **Interest Accrued** Interest accrued by Lender under this Paragraph on the unpaid principal balance of the loan will be calculated daily using the simple interest method at the Annual Percentage Rate of 14.40%.

5.2. **Other Expenses** Borrower agrees to pay interest on the unpaid principal balance of the loan at the rate of 1.5% per month, until paid.

5.3. **Other** Lender may demand payment of the amount required to satisfy the obligation, plus all other expenses.

5.4. **Recovery of Legal Expenses** Lender may demand payment of the amount required to satisfy the obligation, plus reasonable attorney fees.

5.5. **Costs of Collection** Lender may demand payment of the amount required to satisfy the obligation, plus all costs of collection.

5.6. **Penalties** In the event that Lender's rights under this Paragraph exceed the amount required to satisfy the obligation, Lender may demand payment of the amount required plus a sum equal to twice the amount of the excess.

5.7. **Attorneys' Fees** Lender may demand payment of the amount required to satisfy the obligation, plus attorneys' fees and costs of collection.

5.8. **Disbursements** Lender may demand payment of the amount required to satisfy the obligation, plus disbursements of counsel, legal expenses, and other expenses.

5.9. **Costs of Collection** Lender may demand payment of the amount required to satisfy the obligation, plus all costs of collection.

5.10. **Other** Lender may demand payment of the amount required to satisfy the obligation, plus all other expenses.

19. **THIS MORTGAGE ("Mortgage") is made this day of October, 1988 between Mortgagor, EARL E. FREDEERICK, JR. AND BARBARA J. FREDEERICK, HIS WIFE.**

-88-487598

Cassandra Morris

This instrument was prepared by:
Telephone (1 312) 621 3117

444 112 0914
PREFERRED LINE
Agreement

to Secure a
Mortgage
PREFERRED LINE
Agreement

Telephone (1 312) 621 3117
Citicorp, Box 80387
PO. Chicago 60680

CITICORP SAVINGS

UNOFFICIAL COPY

Property of Cook County Clerk's Office