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Mortgage to Secure a PREFERRED LINE Agreement 444-112-4362

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CITICORP SAVINGS

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PREFERRED LINE PO Box 803487 Chicago, Illinois 60680 Telephone (1 312) 621 3117

This Instrument was prepared by ALICJA BUTAK

Please return package to: Citicorp Savings of 11 22 West Madison Street Suite 550 Chicago, IL 60602

12.00

THIS MORTGAGE ("Mortgage") is made this 3rd day of October 1988 between Mortgagor, James A. Skolburg and Judith A. Johnston, 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 herewith in the principal sum of U.S. \$ 7,500.00 ("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:

Lot 19 in the Plat of Subdivision Village Square of Orland Townhomes Unit 1, a Subdivision of part of the east 1/2 of the Southwest 1/4 of Section 15, Township 36 North, Range 12 lying east of the 3rd principal meridian in Cook County, Illinois

PLN No. 27-15-306-011

PROPERTY ADDRESS: 15701 Danford Ln. Orland Park, IL 60462

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 (a) 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 (20) 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 payment only.

6. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the property which may act on priority over this Mortgage, and bear child payment, or ground rent, if any. Borrower shall promptly turn 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 amount 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.

Box 165

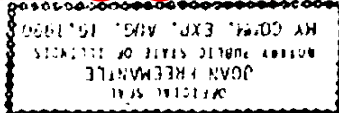
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Property of Cook County Clerk's Office

88492646

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Commission Expires

Notary Public
Joan Freeman
3rd day of October, 1988

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James A. Skolbury and Judith A. Johnston, the wife known to me to be the same person whose names are 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 3rd day of October, 1988.

STATE OF ILLINOIS)
COUNTY OF COOK)

88492646

Borrower: *James A. Skolbury*
Borrower: *Judith A. Johnston*

BORROWER

Dated: October 3, 1988

11. **Waiver of Homestead.** Borrower waives all right of homestead, exemption in the property paragraph 12, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

12. **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 without further 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 12, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

13. **Transfer of the Property.** If at any time the property or an interest therein is sold or transferred by Borrower or if the beneficial interest in the property or any part thereof is transferred to another person, the property shall be deemed to have been sold or transferred to the person to whom the property or interest therein is sold or transferred. This shall not constitute a breach of the Agreement or a default under the Agreement unless the transferee is a transferee in fraud of the lender.

14. **Assignment of the Mortgage.** Borrower may assign this Mortgage to any person, provided that the assignee is a natural person who is at least 18 years of age at the time of the assignment. The assignment shall be binding on Borrower only if the assignee is a natural person who is at least 18 years of age at the time of the assignment and the assignee is a natural person who is at least 18 years of age at the time of the assignment.

15. **Successor and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Mortgage shall bind and benefit the mortgagee and its successors, assigns, and assigns, including the mortgagee's heirs, assigns, and assigns, and shall be binding on the mortgagee and its successors, assigns, and assigns, including the mortgagee's heirs, assigns, and assigns, and shall be binding on the mortgagee and its successors, assigns, and assigns, including the mortgagee's heirs, assigns, and assigns.

16. **Waiver of Privity of Contract.** Borrower waives the right of privity of contract and shall not be liable for the performance or non-performance of this Mortgage by any person who is not a party to this Mortgage.

17. **Entire Agreement.** This Mortgage and the documents referred to herein constitute the entire agreement between Borrower and Lender, and shall supersede all other agreements, understandings, and negotiations between Borrower and Lender, whether written or oral, made prior to the date of this Mortgage.

18. **Assignment of the Mortgage.** Borrower may assign this Mortgage to any person, provided that the assignee is a natural person who is at least 18 years of age at the time of the assignment. The assignment shall be binding on Borrower only if the assignee is a natural person who is at least 18 years of age at the time of the assignment and the assignee is a natural person who is at least 18 years of age at the time of the assignment.

19. **Waiver of Privity of Contract.** Borrower waives the right of privity of contract and shall not be liable for the performance or non-performance of this Mortgage by any person who is not a party to this Mortgage.

20. **Entire Agreement.** This Mortgage and the documents referred to herein constitute the entire agreement between Borrower and Lender, and shall supersede all other agreements, understandings, and negotiations between Borrower and Lender, whether written or oral, made prior to the date of this Mortgage.

21. **Assignment of the Mortgage.** Borrower may assign this Mortgage to any person, provided that the assignee is a natural person who is at least 18 years of age at the time of the assignment. The assignment shall be binding on Borrower only if the assignee is a natural person who is at least 18 years of age at the time of the assignment and the assignee is a natural person who is at least 18 years of age at the time of the assignment.