

Mortgage
to Secure a
PREFERRED LINE
Agreement
444 101 7369

UNOFFICIAL COPY

CITICORP SAVINGS

-88-503226

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

This Instrument was
prepared by: Lynda Jelinek

THIS MORTGAGE ("Mortgage") is made this 21ST day of OCTOBER
1988 between Mortgagor, Michael P. Skirka, bachelor

"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 60680 "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. \$ 11,000.00 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, by the repayment of any future advances, with interest, made to Borrower by Lender pursuant to paragraph 7 hereof "future advances" and 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 26 and the N 9 ft and the Northwesterly 7 feet of Lot 27 in block 4 in Cairdoff's addition to Edgewater, a sub in the E 1/2 of the SW 1/4 of Section 5, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

P.L.N. No. 14-05-317-034

PROPERTY ADDRESS:
5718 N. Wayne
Chicago, Illinois 60660

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 when due by 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 these 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 12.40 %.

Lender reserves the right, after notice to Borrower to change the Annual Percentage Rate, the Credit Limit, and the 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, liens and impositions attached to the property which may attain priority over this Mortgage and leasehold payments or obligations, 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, condemnation, or foreclosure, law or Reorganization), 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.

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Property of Cook County Clerk's Office

Commission Expires: 2-15-84

Society Public

21 day of October 19 84

Given under my hand and official seal this... and waived the right of homestead... Michael P. Skivla, Notary Public in and for said County...

STATE OF ILLINOIS COUNTY OF COOK

Borrower

Borrower Michael P. Skivla

BORROWER

Date: 10/21/84

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

13. Acceleration Remedies. Upon a default by Borrower... immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage...

12. Transfer of the Property. If all or any part of the property or an interest therein is sold or transferred by Borrower to another person...

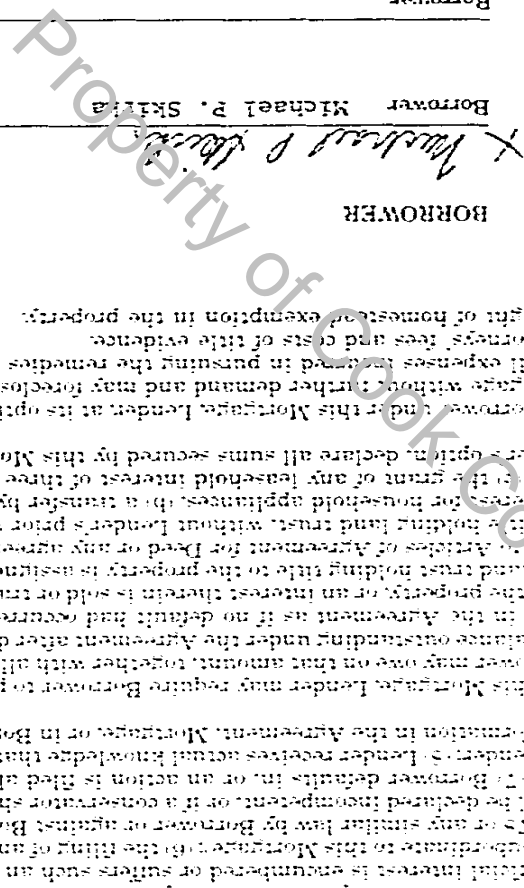
11. Default. As Borrower shall remain in default under this Mortgage if any of the following occurs: failure to pay when due any amount...

10. Prior Mortgages. Borrower warrants and agrees to comply with all of the terms and conditions and covenants and agreements in this Mortgage...

9. Successor and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements in this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower subject to the provisions of paragraph 12...

8. Borrower Not Released; Forbearance by Lender Not a Waiver; Extension of the Time for Payment of the sums secured by this Mortgage by Borrower or other person...

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13/3/25

DEPT-01 RECORDING
142222 TRAH 3767 11/01/88 12:47:10
5106 : E : 11-28-88-51032226
COOK COUNTY RECORDER

-88-5032225

Property of Cook County Clerk's Office