S-8111219 DA

NOFFICIAL CORY SITICORPS Mortgage to Secure a PREFERRED LINEMAR ROY 22 AM II: 57

PREFERRED LINE P.O. Box 803487 Chicago, Illinois 60680

Agreement 444 101 6668

This Instrument was prepared by: MARTIN B. LITTLE

88537669

Telephone (1 312) 621 3117 PLEASE RETURN PACKAGE TO: CITICORP SAVING OF ILLINOIS 22 W. MADISON SUITE 550 CHICAGO, ILLINOIS 60602

THIS MORTGAGE ("Mortgage") is made	this 4 <sup>TH</sup>	day of October
19 38 between Mortgagor, THOMAS C. KIR	SCHBRAUN AND TERESA	G. KIRSCHBRAUN, 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 , (Borrower's "Credit Limit") or so much date hereof, in the principal sum of U.S. \$ 20,000.00 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 are 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 (1) the repayment of the indebtedness under the Agreement, with interest thereon, and payment of all other sums, with integral thereon advanced to protect the security of this Mortgage, and the performance of the covenants, and agreements of the By rever under the Mortgage and the Agreement, (b) the repayment of any future advances, with interest, made to Borrower by Lander pursuant to paragraph 7 hereof ("future advances"), and (c) any "Loans" (advances of principal after the date here of as provided for in the Agreement (it being the intention of Lender and Borrower that all such Loans made after the date berrof 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: ("Property") located in the County of ...... \_ and State of Illinois:

THE WEST 20 FEET OF LOT 26 AND THE MAST 10 FEET AND ONE INCH OF LOT 27 IN THE SUBDIVISION OF LOT 1 AND 2 IN SUPERIOR COURT PARTITION OF LOT 3 IN BARRON, HEALD AND OTHERS SUBDIVISION OF THE NORTHEAST 4 OF THE SOUTHWEST 4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, LYING EAST OF THE 3RD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N. No. 13 25 307 069

PROPERTY ADDRESS: 2816 W. LOGAN BLVD. CHICAGO, 11LTNOIS 60647

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, excert 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 Agreen cost, 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 Agree ment. 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 (cac) Billing Cycle will be approximately one month). The payment due date for each Billing Cycle is approximately twen(y-five (25) days after the closer) of the Billing Cycle.

If, on the Maturity Date, Borrower still owes amounts under the Agreement, Borrower will prophose amounts in full 7

on the Maturity Date.

e 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 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 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.

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8. Borrower Not Released: For the united by Lender Not a Wayer Excusion of the time for payment or modification of the sures sector of by this Morrie we cannot be dead to an successor in interest of Borrower shall not operate to release the liability of the original Borrower's successor in interest. Lender 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 the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower'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 Lender and any other Borrower may agree to extend, modify, forebear or make any accommodations with

regard to the terms of this Mortgage or the Agreement without that Borrower's consent.

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 mortgages, trust deeds or security agreements shall constitute a default under this Mortgage, and Lender may invoke the remedies specified in paragraph 13 hereof.

11. Default

(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, Aurranty or representation contained in the Agreement or the Mortgage which is required to be performed or kept by Pour wer; (3) occurrence of a default or an event of default under any agreement, instrument, or document before, now or at any time hereafter delivered by or on Borrower's behalf to Lender; (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 guaranter of Borrower's objections under the Agreement or the Mortgage; (5) if the property that is the subject of this Mortgage, or the beneficial inte-est in any land trust holding title to that property, is attached, seized, subject to a writ of distress warrant, 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 encumbre are that are expressly subordinate to this Mortgage); (6) the filing of any petition under any Section or Chapter of the Bankrantcy Reform Act of 1978 or any similar law by Borrower or against Borrower and such petition is not dismissed within 30 days, or if 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 creators 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.

(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 Borrower may owe on that amount, together with all other fees, costs or premiums charged to Borrower's account. The principal balance outstanding under the Agreement after default shall con-

tinue to accrue interest until paid at the rate provider for in the Agreement as if no default had occurred.

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 or any part thereof in any and trust holding title to the property is assigned, sold or transferred, or if the Borrower 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 helding land trust, without Lender's 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 great of any leasehold interest of three (3) years or less not containing an option to purchase, Lender may, at Lender's option, leclare all sums secured by this Mortgage to be immediately due and payable.

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 without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect all expenses incur ed in pursuing the remedies provided in this paragraph 13, including, but not limited to, reasonable attorneys' fees and control of title evidence.

14. Waiver of Homestend. Borrower waives all right of homestend excluption in the property.

Dated: October 4, 1988 BORROW 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 Tircmas C. Kirschbraun & Teresa G., 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 treat free and voluntary act, for the uses and purposes therein set forth, including the release and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this

Public

Commission Expires: My Commission Laboratory 10, 1009

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