Mortgage to Secure a PREFERRED LINE Agreement

444 100 1297

This Instrument was prepared by: MARY RUSSELL



Corporate Office One South Dearborn Street Chicago, Illinois 60603 Telephone (1 312) 977 5000

PLEASE RETURN PACKAGE TO: CITICORP SAVINGS OF ILLINOIS 22 W. MADISON SUITE 301 CHICAGO, ILLINOIS 60692

88154745

THIS MORTGAGE ("Mortgage") is made this 30th of the sequent Mortgagor, ANNETTE M. MCCARTHY A/K/A ANNETTE M. MARCH CANTANVESPI AND DONALD J. MCCARTHY JR., HER HUSBAND

(herein "Borrower") and the Mortgagee, Citicorp Savings of Illinois, A Federal Savings and Loan Association, a corporntion organized and existing under the laws of the United States, whose address is One South Dearborn Street, Chicago, Illinois 60603 (herein "Lender").

of such principal as may be advanced and outstanding, with interest thereon, providing for periodic installment payments of principal of 1/60 in of the principal balance outstanding and unpaid as of the date of the most recent advance to Borrower hereunder, interest, ptional credit life and/or disability insurance premiums, and miscellaneous fees and charges for ten (10) years from the dire 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 vir the repayment of the indebtedness evidenced by the Agreement, with interest thereon, the payment of all other sums, in the interest thereon advanced in accordance herewith to protect the security of this Mortgage, and the performance of the cove acts, and agreements of the Borrower herein contained, and (b) the repayment of any future advances, with interest thereor, ande to Borrower by Lender pursuant to paragraph 4 hereof, (such advances pursuant to paragraph 4 hereof of principal rate after the date hereof being referred to as "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); and (d) the performance of Borrower's covenants and agreements under this Mortgage and the Agreement secured hereby. For this prepose, Borrower does hereby mortgage, grant, convey and warrant (unless Borrower be an Illinois land trust, in which case Borro ver 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 IN BLOCK 2 IN T.J. FOSTER'S SUBDIVISION OF BLOCK 10 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 14, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, JLLINGIS.

C.K.P P.I.N. No. __17-33-120-039-0000

3443 SOUTH UNION which has the address of __

(street) ___CHICAGO

(state and zip code) (herein "property address"); ILLINOIS 60616

Borrower covenants that Borrower is lawfully seized of the estate hereby so, veyed 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.

Covenants. Borrower and Lender covenant and agree as follows:

(A) 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.
(B) Line of Credit Loan. This Mortgage secures a Line of Credit Loan Agreement. Bor owe will enjoy access to that

Line of Credit during the term hereof.

(C) Agreed Periodic Payments. During the term hereof, Borrower agrees to pay on or befor, 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.

(D) 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.

2. 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 4 hereof will be treated as Finance Charges for purposes of application of payments only.

3. 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.

4. 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 Londer 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 4, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 4 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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d County, in the State aloreanid, DO HEREBY CERTIFY that personally known to me to be the same person whose name(s) is this day in person, and acknowledged that THEY signed, seal-nd voluntary act, for the uses and purposes therein set forth, in the contract of the country act, for the uses and purposes therein set forth, in the country act, for the uses and purposes therein set forth, in the country act, for the uses and purposes therein set forth, in the country act, for the uses and purposes therein set forth, in the country act, for the uses and purposes therein set forth, in the country act, for the uses and purposes therein set forth, in the country act, for the uses and purposes there is a sea to be considered.	TE M. MCARCHY A/K/A CAMMARESPI AND DONALD J. Od and delivered the said instrument as THEIR free in cluding the release and veryon of the refer of name gage.	ANNET MOCARAI J.K.
	COUNTY OF COOK) STATE OF ILLINOIS)	
Borrower DONALD J. MCCARTHY JR.	S 4 7 4 2 1 8 8 80 : 11 NA 41 891 91 91 91 91 91 91 91 91 91 91 91 91 9	7 11 4
HOTTOWER ANDETTE M. M.C. PTHY A/K/A	อเกษาก็เราที่ก็อั	Web 1
вониомен	II, Waiver of Homestead, Borrower waives all rig	•

Acceleration; Remedies. Upon a Default by Borrowe, the strike Mortgage, Lender, at its option, may require immediate payment in full of all sums secured by this Mortgage without demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect all expenses it curred in pursuing the remedies provided in this property.

and payable.

actual knowledge that Borrower's appuration in 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 aid and interest Borrower may owe on that amount, together with all other fees, costs or premiums charged to Borrower's account. The orincipal balance outstanding under the Agreement after default shall continue to accrue interest until paid at the rate or did plannee outstanding under the Agreement after default shall continue to accrue interest until paid at the rate or did property, or an interest therefore a sin a cetured.

9. Transfer of the Property, If all or any jar of the property, or an interest therein is sold or transferred.

9. Transfer of the Property or the crue or any part thereof in any jar of the Agreement for Deed or may agreement for installment or if the borrower or the title holding trust anders in the title to thing landed or may agreement for installment or if the borrower or the title holding trust interest in the title to thing landed trust, without Lender's prior written consent, excluding said of the property or the beneficial interest in the title to thing landed trust, without Lender's prior written consent, or by operation of a purchase, Lender's prior with interest or by operation of a purchase, Lender's accountly interest in the title to the planted interest of three (3) years or less not containing an option to purchase, Lender's or to to to the prior and payable.

bered or surfers such are summance or claim of near texcept such strates that are expressed such the filing of any pelatin under any Section or Chapter of the Bankruptcy Reform Act of 1978 or any similar law by Borrower or against Borrower and and such petition is not dismissed within 30 days, or if Borrower shall be declared incompetent, or if a conservator shall be disputed for any or all of Borrower's assets, including the property; (7) Borrower defaults in, or an action is filed allegring a certain any other obligation of Borrower's creditors other than Lender; (8) Lender receives actual knowledge that Borrower mate e from material information in the Agreement. bered or suffers such an artumbrance or claim of lien (except such encumbrances that are expressly subordinate to this Mort-8. Default to occurrence of any of the following events shall constitute a default by Borrower under this Mortgage: (1) failure to pay when due any sum of money due under the Agreement or pursuant to this Mortgage, (2) failure to perform, keep or observe any term, provision, condition, covenant, warranty or representation contained in the Agreement or the Mortgage which is required to be performed, kept or observed by Borrower; (3) occurrence of a default or an event of default under any time hereafter delivered by or on Borrower's behalf to Lender; (4) occurrence of a calcult or an event of default under any time hereafter delivered by or on Borrower's behalf to Lender; instrument, instrument, or document before, now or at any time hereafter delivered to a calcult or an event of default under any agreement, instrument or the Mortgage, or the Borrower's obligations under the Agreement or the Mortgage, (6) if the property that is the "chief of distress warrant, or is levied upon or becomes subject to any little to this property, is seized, subject of this Mortgage, or the beneficial interest is encomes subject to any it is seized, subject to distress warrant, or is levied upon or becomes subject to any little to distress warrant, or is levied upon or becomes within possession of any receiver, for see custodian or easignee for benefit of creditors, or if such property or beneficial interest is encumbered or suffers such an extender or claim of lien (except such encumbrances that are expressly subordinate to this Mort-bered or suffers such an extended or suffers such an extended or claim of lien (except such encumbrances that are expressly subordinate to this Mort-bered or suffers such an extended or suffers such an except or claim of lien (except such encumbrances that are expressly subordinate or claim of lien except.

8. Default

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9. Borrower's covenants and agreements shall be joint and several. Any porrower 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 property under the terms of this Mortgage; not personally obligated to pay the sums secured by this Mortgage; and property under the terms of this Mortgage or the Agreement without that Borrower's consent.

7. 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 specifically, but not limited to, timely making the property which has or may have priority over this Mortgage, including specifically, but not limited to, timely making the property which has or may have priority over this Mortgage, including specifically, but not limited to, timely making the property which has or may have priority over this Mortgage, irrust deed or similar security agreements or keep such terms, conditions and covenants as provided for in such prior mort-gages, trust deeds or security agreements and constants and covenants and coverants in priority or in such prior mort-gage such priority agreements and education or security agreements and constitute a definite under this Mortgage, and Lender may invoke the remedies specified in paragraph 10 hereof.

Mortgage shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Mortgage but does not

6. Successor and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this or remedy.

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 right or remedy shall not be a waiver of or preclude the exercising any right or remedy shall not be a waiver of or preclude the exercise of any right. 5. 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 granted by Lender to any 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 not operate to release the liability of the original Borrower's successor in interest. Lender shall not be required to commence and operate to release the liability of the original Borrower's successor in interest. Lender shall not be required to commence and operate the liability of the original Borrower's successor in interest.

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SOOT COUNTY CLOPA'S OFFICE

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PREFERRED LINE 2-4 Family Rider (Assignment of Rents)

444 100 1297

Corporate Office One South Dearborn Street Chicago, Illinois 60603 Telephone (1 312) 977-5000

THIS 2-4 FAMILY RIDER is made this	30th	day of	MARCH	, 19 <u>88</u> ,
and is incorporated into and shall be deemed to am	end and supple	ement the Mortga	ge, Deed of Trust	
ty Instrument") of the same date given by the unc	dersigned (the	"Borrower") to se	ecure Borrower's	Preferred Line Agreement
with Citicorp Savings of Illinois, A Federal Savin	gs and Loan A	Association (the "	Lender'') of the sa	ame date and covering the
property described in the Security Instrument an	d located at:			

3443 SOUTH UNION CHICAGO, ILLINOIS 60616

(Property Address)

- 2-4 FAMILY CONVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender author covenant and agree as follows:
- A. Use of Property; Compliance With Law. Borrower shall not seek, agree to make a change in the use of the Property or its zoning classification, unless 1 onder has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. Subordinate Liens. Except is permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- C. Rent Loss Insurance. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Paragraph 4.
- D. Assignment of Leases. Upon Lender's request. Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Froperty. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph D, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- E. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of cents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) I ender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all roots due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not persorn any act that would prevent Lender from exercising its rights under this paragraph E.

Lender shall not be required to enter upon, take control of or maintain the property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

F. Cross-Default Provision. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agree of the medical and a series of the series	ees to the terms and provisions contained in this 2-4 Fami Market Jr. DONALD J. MCCARTHY JR.	ly Rider. (Seal) _Burrower
(Seal)Horrower		(Seal)

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