

Mortgage to Secure a PREFERRED LINE Agreement

UNOFFICIAL COPY CITICORP SAVINGS

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

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This Instrument was prepared by: ROBBIE CRAIG

CITICORP SAVINGS OF ILLINOIS PREFERRED LINE P. O. BOX 803487 CHICAGO, ILLINOIS 60680-9839

444 100 9366

8280747-2 Appl. Sub. & Regt.

THIS MORTGAGE ("Mortgage") is made this 15th day of July 1988 between Mortgagor, DANIEL J. EVANS AND PATRICIA A. EVANS, HIS WIFE

herein "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, whose address is One South Dearborn Street, Chicago, Illinois 60603 (herein "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. \$ 25,000.00 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 evidenced by the Agreement, with interest thereon, the payment of all other sums, with interest thereon advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of the Borrower herein contained, and by the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 4 hereof, such advances pursuant to paragraph 4 hereof of principal made after the date hereof being referred to as "future advances" and as "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 purpose, 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 PARK VIEW ESTATES SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 12, LYING EAST OF THE 3RD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.L.N. No. 23-35-310-019 88363195

which has the address of 13371 STRAWBERRY LANE (city) ILLINOIS 60462 (state and zip code) (herein "property address")

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.

Covenants, Borrower and Lender covenant and agree as follows:

- 1. (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. Borrower 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 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. (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, 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 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 attorney's 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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**5. Borrower Not Released.** For purposes of Lender's Waiver, Extension of 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 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.

**6. 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 9. 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, forbear or make any accommodations with regard to 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 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 10 hereof.

**8. Default**

(A) The 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 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 guarantor of Borrower's obligations under the Agreement or the Mortgage; 5. if the property that is the subject of this Mortgage, or the beneficial interest 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 encumbrances that are expressly subordinate to this Mortgage); 6. the filing of any petition under any Section or Chapter of the Bankruptcy Reform Act of 1978 or any similar law by Borrower or against Borrower and such petition is not dismissed within 90 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 creditors 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 or 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 continue to accrue interest until paid at the rate provided for in the Agreement as if no default had occurred.

**9. 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 land 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 holding 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 grant of any lease hold interest of three (3) years or less not containing an option to purchase, Lender may, at Lender's option, declare all sums secured by this Mortgage to be immediately due and payable.

**10. 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 10, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

Dated: 7-1-88

BORROWER

\* *Daniel J. Evans*  
Borrower DANIEL J. EVANS

\* *Patricia A. Evans*  
Borrower PATRICIA A. EVANS

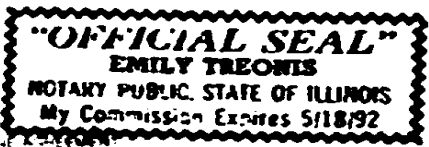
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STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DANIEL J. EVANS AND PATRICIA A. EVANS, HIS 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 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 1st day of July, 1988.

*Emily Treonis*  
Notary Public



Commission Expires \_\_\_\_\_

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