Mortgage to Secure a PREFERRED LINE Agreement

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PREFERRED LINE PO Box 803487 Chicago, Minois 60680

Telephone (1:312)-621.3117

444 101 2921 This Instrument was prepared by:

88363197

THIS MORTGAGE ("Mortgage") is made this day 19 88 between Mortgagor, ROBERT P. KARNES AND BETH D. KARNES, 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" Bernwer's "Credit Limit" date hereof, in the principal sum of US \$ _____15,000.00. 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 unpend as of the date of the most recent advance to Bornwer hereunder, interest, ordicinal 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 heress. the "Maturity Date":

To secure to Lender (a) he repayment of the indebtedness under the Agreement, with interest therein, and payment of all other sums, with interest therein advanced to protect the security of this Mortgage, and the performance of the covenants. and agreements of the Borlow'r under the Mortgage and the Agreement, by the repayment of any future advances, with interest, made to Borrower by Lewler pursuant to paragraph 7 hereof "future advances", and comp "Loans" advances of principal after the date hereouses provided for in the Agreement at being the intention of Lender and Bernewer 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 dees hereby mortgage, grant, convey and warrant, unless Borrower be an Elinois land trust, in which case Borrower mortgages, grants, conveys and quit claims to Lender the following described property ("Property") located in the County of _________ and State of Illinois:

SEE ATTACHED-

PLN. No. 14 21 106 027 1003

PROPERT ADDRESS: 620 W. WAVELAND #3e CHICAGO, ILL. 60613

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. Bornwer, unless Born power 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 y hen 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 Agreed, only Borrower will empty access to

that Line of Credit during the term hereof

3. Agreed Periodic Payments. During the term hereof, Berrower agrees to pay only before the payment due date shown on each periodic Billing Statement the Minimum Boyment Due for that Billing Cycle eggs. 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

4. Finance Charges. Borrower agrees to pay interest to "Finance Charge" con the Outstanding Principal Balance of Borrower's Preferred Line Account as determined by the Agreement. Borrower agrees to pay interest a Ne Annual Percentage Rate of ...14.40

Lender reserves the right, after notice to Bornover, 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 and payments to essential because independents. the Agreement and this Mortgage shall be applied as provided in the Agreement. Charge care are 43 or can be 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 imprestions attributable to the projections. erty which may attain priority over this Mortgage, and leasehold payments or ground rents, if any Betrover shall promptly

furnish to Lender receipts evidencing these payments

7. Protection of Lender's Rights in the Property: Mortgage Insurance. If Bernwer falls to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may separate after Lender's rights in the property such as a proceeding in bankruptcy, probate, for condemnation or to automore 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 hen which has pro-rity 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 Berrower 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 to leave needs to have by fender modification of amortization of the symplectory is the Manager grashall not operate to release the liability of the original Borrower's suc mence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortized on 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 overlants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Borrover, subject to the provisions of paragraph 12. Borrower's covenants and agreements shall be joint and several. Any Borrower who consigns this Mortgage but does not execute the Agreement, on is co-signing this Mortgage only to mortgage, grant and convey that B grower's interest in the property under the terms of this Mortgage: the is not personally obligated to pay the seems secured by this Mortgage, and ice agrees that Lender and any other Borrower may agree to extend, modify, forebear or make any accommissations 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 process, we this Mortgage, including, but not limited to, timely making the payments of principal and interest due thereunder Failure of deeds o security agreements shall constitute a default under this Mortgage, and Lender may invoke the remedies specified in paragraph 10 hereof.

11. Default

(A) Borrower shall commit a default under this Mortgage if any of the following one ire 1 factors to per when due any sum of money due under the Agreement or pursuant to this Mortgage, 2, follow to perform or keep only term a recise of condition, covenant, warringty or representation contained in the Agreement or the Mortgage which is required to be per formed or kept by Borroso r. 3) occurrence of a default or an event of default under any agreement, instrument, or document before, now or at any time bereafter delivered by or on Borrower's behalf to Lender: I occurrence of a default or an event of default under any agreement, instrument or document before, new or at any time hereafter delivered to Lender by any guaranter of Borrower's obligations under the Agreement or the Mortgage. 3 of the property that is the subject of this Mort guaranter of Borrower's obligations under the Agreement or the Mortgage, that is the property that is the subject of this Mortgage, or the beneficial interest, usiny land trust holding title to that property is attached, so itself, subject to a writ of distress warrant, or is levied upon or becomes subject to any lien or comes within prosession of any tree iver, trustees custoffiant assignee for benefit of creditors, or it such property or beneficial interest is encombered or suffers such an encombenance claim of then except such encumbrances that are expressly subordinate to this Mortgage. So the filling 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 30 day, or if Borrower shall be declared incompetent, or if a conservator shall be appointed for any or all of Borrower's assets including two property. To Borrower defends on or an increase of find otherwise admission pertion is not also asserts within or days, or it perfower share the destated like injection, or it a conservated strictle appointed for any or all of Borower's assets, including the property; (7) Borower defaults in, or an action is filed alleging a default in any other obligation of Borower to credito... their than Lender, (8) Lender reserves actual knewledge that Borower in ede any material misrepresentation or omitted any material information in the Agreement, Mortgage, or in Borower'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 Dorrower may ewe on that amount, tegether with a lither fees costs or premiums charged to Borrower's account. The principal balance outstanding under the Agreement after default shall on

tinue to accrue interest until paid at the rate provided for in the Agriciment as it is detault find occurred.

12. Transfer of the Property. If all or any part of the property, or an interest therein is sold or trat sterred by Box. rower or if the beneficial interest or any part thereof in any lang triest helding title to the property is assigned wild or transferred, or if the Borrower or the title holding trust enters into Articles of Agreement for fleed or any agreement for install ment sale of the property or the beneficial interest in the title he drig land trust, without Lender's prior written consent excluding to the creation of a purchase money security interest for household appliance - hou transfer holder security or by operation of law upon the death of a yant tenant, or cothe ground of any household interest of the country of the ground of any household interest of the country of the ground of any household interest of the country of the ground of the g not containing an option to purchase. Lender may, at Lender's option, declare all sums secured by this Mertgage to the in mediately due and payable

13. Acceleration; Remedies. Upon a Default by Bornwer under the Mortgage Lender, at its option, may require immediate payment in full of all sums secured by this Mortgage without further or mand and may fores lose this Mortgage by judicial proceeding. Lender shall be entitled to collect all expenses incurred in jourshing the remedies provided in this paragraph 13, including, but not limited to, reasonable attorneys' fees and cost of title evidence.

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

BORROWER

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STATE OF ILLINOIS •

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid. DO HEREBY CERTIFY that BERT P. KARNES AND BETH D. KARNES, HIS WIFE personally known to me to be the same person whose names 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 at 1 rth, including the release and waiver of the right of homestead 2 Million 314 day of

Given under my hand and official seat, this ...

Notary Public

Commission Expires ...

8-24-91

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Property of Cook County Clerk's Office

58363197

PREFERRED LINE Condominium Rider 444 101 2921

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Corporate Office One South Dearborn Street Chicago, Binois 60603 Telephone (1.312) 977-5000

THIS CONDOMINIUM RIDER is made this	a nd		1	c. 0
THIS CONDOMINIUM RIDER is made this	<u> </u>	day of	HUGUST_	
and is incorporated into and shall be deemed to ame				
"Security Instrument") of the same date given by	the undersign	ed to secure	Borrower's Preferred	Line Agreement with
Citicorp Savings of Illinois, A Federal Savings and La	sen Associatio	a (the "Lende	er") of the same date a	nd covering the Proper-
ty described in the Security Instrument and located	at:			•

620 w. WAVELAND UNIT #3E CHICAGO, ILL. 60613

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

WAVELAND CONDO ASSOCIATION

Name of Condominum Project

(the "Condominium Project."). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Congres Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINION COVENANT. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. Condominium Obligations, Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the : (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owner's Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and again, the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

Borrower's obligation under Paragraph 4 to main ain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Ovine's Association policy.

Borrower shall give Lender prompt notice of any laps: in required hazard insurance coverage

In the event of a distribution of hazard insurance proceed or lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, buth any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions a may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in for n. amount, and extent of coverage to Lender
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Berrewer in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and the label to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in the ragraph is
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking in condemnation or eminent demain.
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender:
- (iii) termination of professional management and assumption of self-management of the On nor. Association, or (iv) any action which would have the effect of rendering the public liability insurance coverage or instained by the Owners Association unacceptable to Lender.
- F. Remedies, If Borrower does not pay condominium dues and assessments when due then Lender may pay them Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured to the security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall fear interest from the disbursement at the rate provided in the Preferred Line Agreement and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

ROBERT P. KARNES	XBH1 D. KEVINY	
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