

requesting payment.
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
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.

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.

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 household payments or grounds rents, if any. Borrower shall promptly furnish
to Lender receipts evidencing these payments.
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.

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 14.400%.
Lender reserves the right, after notice to Borrower, to change the Annual Percentage Rate, the Credit Limit, or cancel
Borrower's Preferred Line Account.

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 (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.

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.
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.

Borrower and Lender covenant and agree as follows:
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 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 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
subject to any encumbrances of record.

P.L.N. No. 1: 14-32-223-035-1029
P.L.N. No. 2:
PROPERTY ADDRESS: 1058 WEST ARMITAGE AVENUE UNIT 3C
CHICAGO, ILLINOIS 60614

UNIT NUMBER 1058-C IN KINGSTON CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE
FOLLOWING DESCRIBED REAL ESTATE LOTS 19 TO 29 IN BLOCK 4 IN MORGAN'S SUBDIVISION OF
THE EAST 1/2 OF BLOCK 10 IN SHEPHERD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40
NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH
SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED AS
DOCUMENT 25484942, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON
ELEMENTS, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

WHEREAS, Borrower is indebted to Lender pursuant to a preferred Line Account Agreement ("Agreement") of even
date hereof, in the principal sum of U.S. \$ 10,000.00, (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 (a) the repayment of the indebtedness under the Agreement, 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, (b) the repayment of any future advances, with
interest, made to Borrower by Lender pursuant to paragraph 7 hereof, (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). 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:

THIS MORTGAGE ("Mortgage") is made this 17th day of August 1989 between MARRIED, DEBORAH A. NEWCOMB, UNMARRIED HAVING NEVER BEEN
MARRIED ("Borrower") and the Mortgagee, Citicorp Savings and Loan Association, a
corporation organized and existing under the laws of the United States, One South Dearborn Street, Chicago, Illinois 60603 ("

Number: 1488626193
This instrument was prepared by: Cielo Pena-Rojas
Mortgage Agreement
PREFERRED LINE
To Secure a
CITICORP SAVINGS OF ILLINOIS
22 W. MADISON SUITE 63602
CHICAGO, ILLINOIS 60602
89406227
1300
Please Return To:
Citicorp Savings of Illinois
22 West Madison, Suite 550
Chicago, Illinois 60602
Telephone (1 312) 621-3117
P.O. Box 803487
Chicago, Illinois 60680
PREFERRED LINE
SAVINGS
CITICORP
Box 165

89406227

5-9082192-16
Appl. Ref. 10/9/89

UNOFFICIAL COPY

Deborah A. Hernandez
Notary Public, State of Illinois
My Commission Expires 11/30/91
OFFICIAL SEAL

Commission Expires: 11-30-91

Notary Public

Signature of Notary Public

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DEBORAH A. NEWCOMB UNMARRIED HAVING NEVER BEEN MARRIED 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 she signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

STATE OF ILLINOIS (SS) COUNTY OF COOK

FILED FOR RECORD COOK COUNTY, ILLINOIS 1989 AUG 30 PM 12:14

DEBORAH A. NEWCOMB BORROWER

89406227

Dated:

14. Waiver of Homestead. Borrower waives all right of homestead exemption in the property.
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 incurred in pursuing the remedies provided in this paragraph 13, but not limited to, reasonable attorneys' fees and costs of title evidence.
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 if 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 Deced or any agreement for installment sale of the property or the beneficial interest in the title holding 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 leasehold interest of three (3) years or less not containing an option to purchase, Lender may, at Lender's option, declare all sums secured by the Mortgage to be immediately due and payable.
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, warranty or representation contained in the Agreement or the Mortgage which is required to be performed or kept 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 the Mortgage; (5) if the property that is the subject of this Mortgage, or the beneficial interest in that property, is attached, seized, subject to a writ of distress warrant, or is levied upon or become, 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 30 days, or if it shall be deemed 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 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 continue to accrue interest until paid at the rate provided for in the Agreement as if no default had occurred.

10. Prior Mortgages. 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.
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.

PREFERRED LINE

Condominium Rider

Number: 1488626193

CITICORP SAVINGS OF ILLINOIS
22 W. MADISON SUITE
CHICAGO, ILLINOIS 60602

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

THIS CONDOMINIUM RIDER is made this 17th day of AUGUST 1987 incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned to secure Borrower's Preferred Line Agreement with Citicorp Savings or Illinois, A Federal Savings and Loan Association (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1058 WEST ARMITAGE AVENUE UNIT 3C
CHICAGO, ILLINOIS 60614

(Property Address)

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

KENSINGTON CONDOMINIUM

(Name of Condominium 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 Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. 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 Condominium Documents. The "Condominium 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 Condominium Documents.

B. Hazard Insurance. So long as the Owners 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 amount, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

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

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in 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, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower 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 shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Paragraph 8.

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 by condemnation or eminent domain;

(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 Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained 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 by the Security Instrument. 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 Preferred Line Agreement and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

DEBORAH A. NEWCOMB

-Borrower

-Borrower

-Borrower

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