Mortgage to Secure a PREFERRED LINE

Agreement 444-104-7225 This Instrument was

prepared by: Doug Ford

89446983

UNOFFICIAL CO

PRECERRED LINE PO Box 803487 Chicago, Illinois 60680

Telephone (1, 312), 521, 3117

PLEASE RETURN PACKAGE TO: CITICORP SAVINGS OF ILLINOIS 22 W. MADISON, SUITE 550 CHICAGO, ILAANOIS 60602

(Au quest

THIS MORTGAGE C'Mortgage") is made this

between Mortgagor. ANTHONY J. NAPPI A/K/A ANTHONY NAPPI AND JOYCE K. JNAPPI, 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, Hlinor : 6960.3 C'Lender"

WHEREAS, Borrower is indebted to Lender pursuant to a Preferred Lanc Account Agreement "Agreement" of even "Borrower's "Credit Limit" for so much date hereof, in the principal sum of U.S. \$: 10,000.00 of such principal as may be advanced and outstanding, with interest thereon, providing for periodic in tallment payments of principal of 1 60th of the principal balance outstanding and unpaid as of the date of the most recent advance to Borrower hereumber, interest, optional credit life and or disability insurance premiums, and imscellaneous fees and charges for ten (10) years from the Lite hereof; all such sums, if not sooner paid, being due and payable ten (10) years from the date hereof. the CMaturity Date

To secure to Let do so the repayment of the indebtedness under the Agreement, with interest thereon, and payment of all other sums, with not rest thereon advanced to protect the security of this Mortgage, and the performance of the covenants and agreements of the corresponder under the Mortgage and the Agreement, the the repayment of any future advances, with interest, made to Borrower as sender pursuant to paragraph 7 bereof "future advances", and coany "Loans" (advances of principal after the date here it is 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. Borrow's does hereby mortgage, grant, convey and warrant sunless Borrower be an Illinois land trust, in which case Borrower mortgages, grants, conveys and quit claims to Lender the following described property and State of Illinois: ("Property") located in the County of COOK

(SEE / TTACHED) *

· 25.71 \$55.25 24.00, 31.00 4.415.475.9 \$8495.00 46533 6 1 STRICT AND STORMEN 89-446983

£944698**3**

P.I.N. No. .11-18-105-045-1019

PROPERTY ADDRESS

2033 SHERMAN AVENUE, #401 EVANSTON, ILLINOIS 60201

Borrower covenants that Borrower is lawfully seized of the estate bereby 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 take 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 per, 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

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.

3. Agreed Periodic Payments. During the term hereof, Borrower agrees to pay in or before the payment due date shown on each periodic Billing Statement the Minimum Payment Due for that Billing Cycles...ch Billing Cycles will be approximately one month). The payment due date for each Billing Cycle is approximately two ty five (25) days after the close of the Billing Cycle

If, on the Maturity Date, Borrower still owes amounts under the Agreement, Borrower wil, p.s., those amounts in full on the Maturity Date

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

Lender reserves the right, after notice to Bocrower, 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 puragraph 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, time, and auporation sattributable to the properry which may affect priority over the Mortgage, and leasehold payments or ground read intany Borros enchalt premptly

furnish to Lender receipts evidencing these payments

7. Protection of Lender's Rights in the Property; Mortgage Insurance. It Borroker Cals to perform the coverants and a recment, contained in this Mortgage, or there is a legal proceeding that may again tearly affect Lender rights in the property (such as a proceeding in bank) uptcy, probate, for condemnation or to enforce laws or Regulationse. then Lender may do and pay for whatever is necessary to protect the value of the property and Lender site by proper ty Lender's action may include paying any sums secured by a hen which has priority over the Mortauce, appearing alcourt, - Although Lender may take action under paying reasonable attorneys' fee, and entering on the property to make repair this paragraph 7. Lender does not have to do so.

Any amounts disloursed by Lender under this paragraph 7 shall become additional debt of Pecroser secured by the Mortgage Unless Borrower and Lender agree to other terms of payment, the aumount of half here into rest from the date of disbursement at the rate provided in the Agreement and shall be payable, with interest, upon notice from Leider to

Borrower requestant payment

- 8. Borrower Not Released: Fortuning to Lengar Not : White Down in of the time to payment of modification of modern training to the law specific time to payment of half and specific time to payment of the law specific time to be a law to the law specific time to be a law to the law specific time to be a law to the law specific time to be a law to the shall not operate to release the hability of the original Borrowin's successor in inferest. Lender shall not be required to comnumee proceedings again 4 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 is accessor, at 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 covenant, and agreement of this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 12 Borrower's covering and agreements shall be joint and several. Any Borrower who colors the Mortgoge but does not execute the Agreement, to is co signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the property under the terms of this Mortgage; do is not personally obligated to pay the sums secured by this Mortgage, and colagrees that Lender and any other Borrower may agree to extend, modify, forebear or make any accommodation, 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 therefinder. Failure of Borrower to make such payments or keep such terms, conditions and covenants as provided for in such prior mortgages, trust doeds or security agreements shall constitute a default under this Mortgage, and Lender may invoke the remedies specified

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) foilure to perform or keep any term, provision, condition, covenant, a granty or representation contained in the Agreement or the Mortgage which is sequised to be per-formed or kept by Portwer, 3) occurrence of a default or an exent of default under any agreement, in trument or document before, now or at any type hereafter delivered by or on Borrower's behalf to Lender 14, occurrence of a default or an event of default under any minschem instrument or document before, now or at any time hereafter delivered to Lender by any man antor of Borrower's Old Asions under the Agreement or the Mortgage, (5) if the property that is the subject of this Mortgage, or the beneficial rate (s) in any land trust holding title to that property, is attached seized, subject to a writ of distress warrant or is leveld upon or foromes subject to any hen or comes within possession of any receiver, trustee, custodian or assigned for benefit of creditors, or if such property or beneficial interest is encumbered or suffect such an encumbrance or claim of hen except such encumbrances that are expressly subordinate to the Mortgages, (6) the filing of any petition under and Section of Chapter of the Banking & Reform Act of 1978 or any similar law by Borrower or again a Borrower and such perition is not disultissed within 30 days, or if Borrower shall be declared incompetent, or if a conservator shall be appointed for any or all of Borrower - assets, including the property, (7) Borrower defaults in, or an action is filled alleging a default in any other obligation of Borrower to create as 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 an debank under the Agreement or this Mortgage, Lender may require Borrower to pay immediately the principal balance outstanding any and all integes Borrower may owe on that amount, together with all other lees, costs or premains charged to Borrower's account. The principal Salance outstanding under the Agreement after default shall continue to account interest until paid at the rate provided or in the Agreement as if no default had occurred.

12. Transfer of the Property. It all or any part of the groperty, or an interest therein is sold or transferred by Borrower's account them the sold of transferred by Borrower and the sold of the property.

rower or if the beneficial interest or any part thereof in any land rust holding title to the property is assigned, sold or trans ferred, or if the Borrower or the title holding trust enters in Apricles of Agreement for Deed or any agreement for install ment sale of the property or the beneficial interest in the title no ling land trust, without Lender's prior written consent, excluding to the creation of a purchase money security interest the bousehold appliances, the a transfer by devise, descent or by operation of law upon the death of a joint tenant, or so the k.o. at of any leasehold interest of three (3) years or less not containing an option to purchase. Lender may, at Lender's option, electure all sums secured by this Mortgage to be immediately due and payable.

13. Acceleration; Remedies. Upon a Default by Borrower under his Martgage, 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, including, but not limited to reasonable attorneys fees and costs of title evidence.

14. Waiver of Homestead. Borrower waives all	Fright of homestead exempt on in the property.
Dated:	T6 59446583
	BORROWER
	Anthon I. Van
	Borrower ANTHONY S. NAPI A/K/A INTHONY NAPPI
	Borrower Coype K. NAPPI
	Borrower Goy DE K. NAPPI

STATE OF ILLINOIS > 1 55 COUNTY OF COOK >

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ANTHONY J. NAPPI A/K/A ANTHONY NAPPI & * 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

*JOYCE K. NAPP1, HIS WIFE

Commission Expires

6/31/89

OFFICIAL SEAL EDITH NEUMAHR NOTARY PUBLIC, STATE OF ILLINOIS Commission Expires

JNOFFICIAL COP' PREFERRED LINE Condominium Rider

444 104 7225

One South Demborn Street

Chicago, Illinois 60603 Telephone (1 312) 977-5000

THIS CONDOMINIUM RIDER is made this ; . 19 day of and is 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 of Illinois, A Federal Savings and Loan Association (the "Lender") of the same date and covering the Proper-2033 SHERMAN AVENUE, #401 ty described in the Security Instrument and located at: EVANSTON, ILLINOIS 60201

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

ROYAL SHERMAN CONDOMINIUM ASSOCIATION

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds true to property for the benefit or use of its members or shareholders, the Property also includes $Borrower's\ interest\ in\ che\ \mathcal{Q}\ aners\ Association\ and\ the\ uses,\ proceeds\ and\ hencits\ of\ Borrower's\ interest.$

CONDOMENTAL COVERNACE. 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) colo o 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 Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condomation Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and ag ic.st the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

Borrower's obligation under Paragraph 4 to variation hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the covers 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 proveds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds perable to Borrower are hereby assigned and shalf 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 action as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in or n, amount, and extent of coverage to Lender
- D. Condemnation. The proceeds of any award or claim for dangings, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Trop rty, 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 arriving or satuffed the Property or consent to: 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 do main:
- 66) any amendment to any provision of the Constituent Documents if the provision is jor the express benefit of Lender:
- till 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.

X Price K Nappy ANTHONY J. NAPPI A/K/A ANTHONY NAPPI DOLLAR Borrower

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LEGAL DESCRIPTION

UNIT No. 401 AND PARKING SPACE No. Pl. AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "DEVELOPMENT PARCEL"): LOT 4 IN J. E. PARKER'S RESUBDIVISION OF THE NORTH 147.84 FEET OF BLOCK 4 IN EVANSTON, ALSO LOT 12 AND LOT 13 (EXCEPT THE NORTH 67.84 FEET) AND (EXCEPT THAT PART, IF ANY, USED FOR ALLEY PURPOSES) IN BLOCK 4 IN EVANSTON IN SECTION 18. TOWNSHIP 41 NORTH. RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEYS ARE ATTACHED AS EXHIBIT "A" TO THE DECLARATION MADE BY LASALLE NATIONAL BAYK, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGRIEMENT DATED JUNE 19, 1973, AND KNOWN AS TURST No. 45521, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT No. 22616789 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID DEVELOPMENT PARCEL (EXCEPTING FROM SAID DEVELOPMENT PARCEL ALL THE PROPERTY AND S. INED

COLINER

CIERTS

OFFICE SPACE COMPRISING ALL THE UNITS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY).

P.I.N. No. 11-18-105-045-1019