

CITICORP SAVINGS
 PREPARED LINE
 P.O. Box 803487
 Chicago, Illinois 60680
 Telephone (312) 621 3117

89530343

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

This instrument was prepared by: ANNETTE CALDWELL

444-104-4875

Mortgage to Secure a PREFERRED LINE Agreement

THIS MORTGAGE ("Mortgage") is made this 13th day of OCTOBER 1987 between Mortgagor, **PRINCE W. COLLINS JR. AND JUANITA COLLINS 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") of even date heretofore, in the principal sum of U.S. \$5,000.00; and whereas, the principal sum of U.S. \$5,000.00 of such principal as may be advanced and outstanding with interest thereon, providing for periodic installment payments of principal of 1/12th 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.

To secure to Lender the repayment of the indebtedness under the Agreement, with interest thereon, 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, to the repayment of any future advances, with interest, made to Borrower by Lender pursuant to paragraph 7 hereof of "Future advances", and to any "Loans" advanced to Borrower after the date hereof, the rate hereof, and security hereby created as if all such loans had been made on the date hereof, Borrower does hereby mortgage, grant, convey and warrant under warrant under an Illinois land trust, in which case Borrower, mortgages, grants, conveys and warrants, to Lender the following described property:

"Property" located in the County of COOK and State of Illinois:

LOTS 393 AND 394 IN CONKLIN AND AMES ADDITION TO BEVERLY HILLS, BEING A SUBDIVISION OF BLOCK 3 IN BEVERLY HILLS SUBDIVISION OF THE SOUTH 1/2 RAILROAD OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PLN. No. 25-06-406-011-010
 PROPERTY ADDRESS 1724 WEST 91ST PLACE CHICAGO, IL 60620

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, 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 when due by the terms of the Agreement the principal of and interest accrued on the indebtedness evidenced by this Mortgage or premiums imposed by the Agreement or by this Mortgage.

2. Line of Credit Loan. This Mortgage secures a line of credit for a term hereof. 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 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 up 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 as "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 () dit limit, or cancel Borrower's Preferred Line Account.

5. Application of Payments. These applicable law provides otherwise, all payments received by Lender under the Agreement and this Mortgage shall be applied as provided in the Agreement. Finance charges incurred pursuant to paragraph 4 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 impositions attributable to the property, which may attach in priority over this Mortgage, and household payments, if ground rental, any Borrower shall promptly furnish to Lender receipts evidencing these payments.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agree in this Mortgage or otherwise, in proceeding that may, significantly affect Lender's rights in the property, such as a proceeding in bankruptcy, protection of the property, and Lender's rights in the property, 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, Lender does not have to do so.

Any amounts due to Lender under this paragraph 7 shall become additional debt of Borrower secured by this Mortgage. Lender and Lender agree to other terms of payment, these amounts shall bear interest from the date of delinquency at the rate provided in the Agreement and shall be payable with interest upon notice from Lender to Borrower upon receipt of payment.

Box 33
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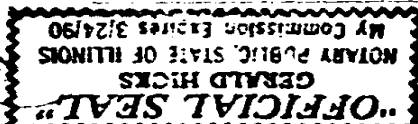
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(Commission Expires



Notary Public
1989

COLLINS HIS WIFE

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that PRINCE W. COLLINS JR. AND JUANITA personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they subscribed and waived the right of non-residence and waiver of the right of non-residence, given under my hand and official seal this day of _____, 1989.

STATE OF ILLINOIS
COUNTY OF COOK

1 5530313

BORROWER
James W. Collins
Borrower PRINCE W. COLLINS JR.
Borrower JUANITA COLLINS

Dated:

8. 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 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.

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, as is co-signing this Mortgage, shall be personally obligated to pay the sums secured by this Mortgage and 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.

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 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.

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 heretofore 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 heretofore 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, as attached, seized, subject to a writ of distress 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 an encumbrance that is expressly subordinate to this Mortgage; or the thing of any partition under any Section or Chapter of the Bankruptcy Reform Act of 1978 or any similar law by Borrower or against Borrower and such partition 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 of Borrower; (6) Borrower defaults in or an action is filed alleging a default in any other obligation of Borrower, including other than Lender, of which 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 constitute to accrue interest until paid at the rate provided for in the Agreement as if no default had occurred.

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 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, including a) the creation of a purchase money security interest for household appliances, or a transfer by devise, descent or by operation of law upon the death of a joint tenant, or a life grant of any lifehold 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.

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 with or 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 attorney's fees and costs of title evidence.

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

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