

89561106

MORTGAGE PREFERRED LINE

Ref.No.: 4441055905 This Instrument was prepared by: Mary Russell



One South Dearborn Street Chicago, Illinois 60603

THIS MORTGAGE ("Mortgage") is made this 16th day of NOVEMBER 1989 between Mortgagor, PAULINE BROWN MARRIED TO MOSES BROWN, (herein "you", "your" or "yours") 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 "we", "us" or "our").

WHEREAS, you are indebted to us 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 you thereunder, 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 us: (a) 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 you herein contained; (b) the repayment of any future advances, with interest thereon, made to you by us pursuant to paragraph 7 hereof (such advances pursuant to paragraph 7 hereof of principal made after the date hereof being referred to as "future advances"); (c) any "Loans" (advances of principal after the date hereof) as provided for in the Agreement (it being the intention of you and us 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 your covenants and agreements under this Mortgage and the Agreement secured hereby. For this purpose, you do hereby mortgage, grant, convey and warrant (unless you are an Illinois land trust, in which case you mortgage, grant, convey and quitclaim) to us the following described property ("Property") located in the County of COOK and State of Illinois:

LOT 2 IN BLOCK 3 IN DEMAREST'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. No. 1: 20-18-405-009 P.I.N. No. 2:

PROPERTY ADDRESS: 1705 WEST 59TH STREET CHICAGO, ILLINOIS 60636

You covenant that you are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. You, unless you are 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. You and we covenant and agree as follows:

- 1. Payment of Principal and Interest. You 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.
2. Line of Credit Loan. This Mortgage secures a Line of Credit Loan Agreement. You will enjoy access to that Line of Credit during the term hereof.
3. Agreed Periodic Payments. During the term hereof, you agree 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, you still owe amounts under the Agreement, you will pay those amounts in full on the Maturity Date.
4. Finance Charges. You agree to pay interest (a "Finance Charge") on the Outstanding Principal Balance of your Preferred Line Account as determined by the Agreement. You agree to pay interest at the Annual Percentage Rate of 14.4000%.
5. Application of Payments. Unless applicable law provides otherwise, all payments received by us 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.
6. Charges; Liens. You shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or grounds rents, if any. You shall promptly furnish to us receipts evidencing these payments.
7. Protection of Our Rights in the Property; Mortgage Insurance. If you fail to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect our rights in the property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or Regulations), then we may do and pay for whatever is necessary to protect the value of the Property and our rights in the Property. Our 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 we may take action under this paragraph 7, we do not have to do so. Any amounts disbursed by us under this paragraph 7 shall become additional debt of yours secured by this Mortgage. Unless you and we 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 us to you requesting payment.
8. Borrower Not Released; Forebearance by Us Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by us to any successor in interest of yours shall not operate to release the liability of the original Preferred Account Holder's or your successor in interest. We 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 Account Holder or Account Holder's successors in interest. Any forbearance by us 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 you and us, subject to the provisions of paragraph 12. Your covenants and agreements shall be joint and several. Any Mortgagor who co-signs this Mortgage but does not execute the Agreement: (a) is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the Property under

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request for a Loan has been altered, forged, or should not have been paid, after it has already been paid, we may continue to treat your Available Line of Credit as if such check or request for a Loan had been properly signed or authorized by you in all respects, until a final determination is made concerning proper payment of that check.

(G) **Certified Checks.** We will not certify Preferred Line Account checks.

(H) **Stop Payments.** You may stop payment on Preferred Line Account checks by calling us at the telephone number listed on the periodic Billing Statements, giving the check number, the date, and the payee on the check. An oral stop payment order is good for only fourteen (14) days. To stop payment for up to six (6) months, you must immediately send written notice of the stop payment order to us at the address appearing on the periodic Billing Statements. Even if we don't receive written notice of the payment order, we may, but are not required to, treat your oral stop payment order as good for six (6) months. We will impose a service charge as disclosed under Terms and Conditions below for each stop payment order you give. Our liability for carrying out stop payment orders is limited to that required by law. We will not stop payment on any check being processed at the time the stop payment order is received.

(I) **NSF Payments.** Your Available Line of Credit will be adjusted to reflect payments made by you to us when we receive final payment on any item used to make such payment. If any such item drawn by you used to pay us is returned without final payment, you agree to pay a service charge for each such item as disclosed under Terms and Conditions below.

(J) **Post Dated Checks.** We may accept or honor any post dated Preferred Line Account check before the date appearing on such check.

(K) **Copies of Checks.** Copies of your used Preferred Line Account checks will be provided upon your written request after payment of a fee as disclosed under Terms and Conditions below. You further agree to pay us a fee to be determined by us for providing you with an account history.

(L) **Uniform Commercial Code Applicable.** Unless otherwise provided herein, the provisions of the Uniform Commercial Code as adopted by the State of Illinois, as amended from time to time, shall be construed as being a part of the rules and procedures for use of Preferred Line Account checks.

(M) **Citicard Agreement.** The terms, conditions and provisions of our Citicard Agreement shall apply to all transactions on your Preferred Line Account processed by use of your Citicard.

8. Finance Charges. you agree to pay interest (a "Finance Charge") on the Outstanding Principal Balance of your Preferred Line Account as determined by this Paragraph 8.

Finance Charges will be assessed on a daily basis by applying the Daily Periodic Rate stated under Terms and Conditions below to the "Daily Principal Balance", as defined below, on your Preferred Line Account for each day of the Billing Cycle in which you have an Outstanding Principal Balance. Daily Finance Charges are totaled at the end of each Billing Cycle and disclosed on your current billing Statement as "Finance Charge". The Daily Periodic Rate and the corresponding Annual Percentage Rate are stated under Terms and Conditions below.

Your monthly billing statement will disclose an "Average Daily Balance" for the Billing Cycle. The Average Daily Balance is determined by totaling the Daily Principal Balances of your Preferred Line Account at the close of each of the Billing Cycles and dividing the total by the number of days in the Billing Cycle. You may use the Average Daily Balance to verify the amount of Finance Charge by multiplying the Daily Periodic Rate by the Average Daily Balance and multiplying the resulting product by the number of days in the Billing Cycle.

The Daily Principal Balance of your Preferred Line Account reflects payments and other credits, Loans and other charges posted to your Preferred Line Account on each day of the Billing Cycle. The Daily Principal Balance does not include any unpaid Finance Charges, insurance charges, annual fees and other charges not already added to the principal balance of your Preferred Line Account as described below. Finance Charges are assessed on Loans and other debits beginning on the day we pay your check or otherwise make funds available to you through your Preferred Line Account.

You will not have to pay any Finance Charges for the current Billing Cycle in which the Finance Charges are less than \$5.00, if you pay the entire outstanding balance on your Preferred Line Account in full on or before the date it is due and if no additional Finance Charge accrues to the Preferred Line Account after such payment during such Billing Cycle.

The Daily Periodic Rate disclosed on your periodic Billing Statement is truncated at seven (7) decimal places. The Average Daily Balance is rounded to the nearest whole cent.

9. Terms and Amount of Repayment. You agree to repay your Preferred Line Account Loans plus Finance Charges and any other charges described in this Agreement. If there is a balance in your Preferred Line Account, we will send you a Periodic Billing Statement after the close of each Billing Cycle that will reflect transactions in your Preferred Line Account and your New Balance. You may pay the New Balance together with accrued interest in full, or defer payment, in which case you must pay at least the "Minimum Payment Due" as disclosed in your Periodic Billing Statement. Your payment is due on the payment date shown on your Periodic Billing Statement. Your Minimum Payment Due includes any past due payments, plus the sum of: (a) a Minimum Principal Payment equal to the greater of \$50.00 or 1/60th (your "Principal Payment Factor") of the amount of all Loans outstanding and unpaid as of the date of your most recent Loan advance hereunder; (b) Finance Charges accrued or incurred in the Billing Cycle; (c) any optional credit life and/or disability insurance premiums, annual fees, and any other charges assessed to your Preferred Line Account during that Billing Cycle; and (d) such principal as is necessary to reduce the total outstanding balance of your Preferred Line Account to your Credit Limit. If your Outstanding Principal Balance is under \$50.00, however, you will pay such outstanding principal plus Finance Charges and other charges described in this Agreement. Notwithstanding the above, in no event will you be required to make a Minimum Payment that would create a credit balance in your account.

10. Application of Payments. Payments received will be credited first to the Finance Charge stated in your oldest past due Periodic Billing Statement, if any, and then to the Minimum Principal Payment due for the same Periodic Billing Statement. Payments will then be applied similarly to Finance Charges and the Minimum Principal Payments due on the next oldest past due statement, and then to successive past due statements, until all past due Finance Charges and Minimum Principal Payments are fully paid. The balance of your payments will next be applied to the amounts stated due on the current Periodic Billing Statement in the following order: (1) insurance premiums billed and past due; (2) any Annual Fee which is due and payable; (3) any other charges, excluding insurance premiums, authorized by this Agreement; (4) Finance Charges billed but not past due; (5) insurance premiums billed but not yet past due as of the current statement and (6) payment of any Outstanding Principal Balance. Any balance of payment will be applied to payment of all Finance Charges which accrue after the Billing Cycle Billing Date and prior to the date payment was received by us. Any remaining amount will create a credit balance.

You will not have to pay any Finance Charges for the current Billing Cycle in which the Finance Charges are less than \$5.00, if you pay the entire outstanding balance of your Preferred Line Account in full on or before the date payment is due for that Billing Cycle and if no additional Finance Charge accrues to the Account after such payment during such Billing Cycle.

11. Fees and Charges. You agree to pay, on the effective date of this Agreement, the fees and charges incurred to record or register the Loan Documents in the appropriate public office. You also agree to pay the cost of a title search on the home given as security for your Preferred Line Account. The amount of these fees and charges is disclosed under Terms and Conditions below. These fees and charges may be charged to your Preferred Line Account principal balance on the date of this Agreement, and if so charged, will incur Finance Charges until repaid.

12. Annual Fee You agree to pay a non-refundable Annual Fee as disclosed under Terms and Conditions below during the Term of this Agreement. This fee will be charged on your First Periodic Billing Statement and annually thereafter. No

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the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that we and any other Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Agreement without that Mortgagor's consent. Such a Mortgagor is identified below by executing this Mortgage as an "other owner" of the Property.

10. Prior Mortgages. You covenant and agree 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. Your failure 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 we may invoke the remedies specified in paragraph 14 hereof.

11. Default.

(a) The occurrence of any of the following events shall constitute a default by you under this Mortgage: (1) failure to pay when due any sum of money due under the Agreement or pursuant to this Mortgage; (2) your action or inaction adversely affects our security for the Agreement or any right we may have in that security; (3) you gave or give us any false or materially misleading information in connection with any Loan to you or in your application for the Preferred Line Account; (4) title to your home, the Property, is transferred as more fully described in paragraph 12 below; or (5) any of you die.

(b) If you are in default under the Agreement or this Mortgage, we may terminate your Preferred Line Account and require you to pay immediately the principal balance outstanding, any and all interest you may owe on that amount, together with all other fees, costs or premiums charged to your 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. In addition to the right to terminate your Preferred Line Account and declare all sums immediately due and owing under the Agreement, in the event of a default, we shall have the right to refuse to make additional Loans to you under the Agreement (reduce your Credit Limit). If we refuse to make additional Loans to you after default, but do not terminate your account, you must notify us in writing if you would like to obtain further Loans and can demonstrate that the condition that led to the default no longer exists.

12. Transfer of the Property. If all or any part of the Property, or an interest therein is sold or transferred by you, 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 you or the title holding trust enter 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 our 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, we may, at our option, declare all sums secured by this Mortgage to be immediately due and payable.

13. Right to Reduce Line of Credit. We may reduce your Credit Limit or suspend your credit privileges (refuse to make additional Loans) if: (a) the value of the your Property drops significantly below the appraised value upon which the Agreement was based; (b) a material change in your financial circumstances gives us reason to believe that you will not be able to make the required payments; (c) governmental action precludes us from charging the Annual Percentage Rate permitted by the Agreement or governmental action adversely affects our lien priority such that the value of our security interest falls below 120% of your Credit Limit; (d) we are notified by our Regulatory Agency that continuing to make Loans constitutes an unsafe and unsound practice; or (e) you are in default of any material obligation under the Agreement. If we refuse to make further Loans to you, but do not terminate your Preferred Line Account, you must notify us in writing if you would like to obtain further Loans and can demonstrate that the conditions that gave us the right to refuse to make further Loans has changed.

14. Acceleration; Remedies. Upon a Default by you under this Mortgage, we, at our 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. We shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 14, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

15. Waiver of Homestead. You waive all right of homestead exemption in the property.

Dated: 11-16-89

Pauline Brown
BORROWER PAULINE BROWN

Moses Brown
MOSES BROWN
signing for the sole purpose of waiving his homestead rights

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 PAULINE BROWN and MOSES BROWN 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 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 16th day of Nov., 19 89.

Wanda E. Lanucha
Notary Public

Commission Expires: 5/29/92



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PREFERRED LINE

2-4 Family Rider (Assignment of Rents)

Number: 4441055905

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

THIS 2-4 FAMILY RIDER is made this 11TH day of NOVEMBER, 19 89, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned (the "Borrower") 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 property described in the Security Instrument and located at:

1705 WEST 59TH STREET CHICAGO, ILLINOIS 60636 (Property Address)

2-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Use of Property; Compliance with Law. Borrower shall not seek, agree to make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. Subordinate Liens. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

C. Rent Loss Insurance. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Paragraph 4.

D. Assignment of Leases. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph D, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

E. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph E.

Lender shall not be required to enter upon, take control of or maintain the property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

F. Cross-Default Provision. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 2-4 Family Rider.

Signature of Pauline Brown, Borrower

Signature of Moses Brown, Borrower, signing for sole interest of underlying household

_____-Borrower

_____-Borrower

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