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Mortgage to Secure a PREFERRED LINE Agreement

Number: 4441032804 This Instrument was prepared by: Mary Russell

PREFERRED LINE P.O. Box 803487 Chicago, Illinois 60680 Telephone (1 312) 621-3117

Please Return To: Cticorp Savings of Illinois West Madison, Suite 550 Chicago, Illinois 60602

day of THIS MORTGAGE ("Mortgage") is made this between Mortgagor, LASALLE NATIONAL BANK TRUSTEE UNDER TRUST AGREEMENT Trustee, Trust Number 111373, Dated July 28, 1986, (herein "Borrower") and the Mortgagee, Citicorp DATED 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 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 diability insurance premiums, and miscellaneous fees and chares for ten (10) years from the date hereof; all such sums, if not con r paid, being due and payable ten (10) years from the date hereof, the ("Maturity Date").

To secure to Lerder (a) the repayment of the idebtedness 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 Borrow'r under the Mortgage and the Agreement, (b) the repayment of any future advances, with interest, made to Borrower by Le. de pursuant to paragraph 7 hereof ("future udvances"), and (c) any "Loans" (advances of principal after the date hereof) as prov ded for in the Agreement (it being the intention of Lender and Borrower that all such Loans after the date hereof) as prov ded for in the Agreement (it being the intention of Lender and Borrower that all such Loans and the date hereof) as provided as the date hereof as provided as the date. 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 racrtgage, grant, convey and warrant (unless Borrower be an Illinois land trust, in which case Borrower mortgages, grants, conversand quit claims) to Lender the following described property ("Property") located in the County of COOK and State of Illinois:

THE SOUTH 44 FEET OF LOT 62 IN MONT CLARE HOME ADDITION, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2: , TOWNSHIP 40 NORTH, RANGE 12 LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N. No. 1: 12-25-327-027-0000 P.I.N. No. 2:

PROPERTY ADDRESS: 2408 NORTH 78TH COURT **ELMWOOD PARK, ILLINOIS 60635**

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 go icrally 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 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 agre s to pay on or before the payment due date shown on each periodic Billing Statement the Minimum Payment Due for that Enling Cycle (each Billing Cycle will be approximately one month). The payment due date for each Billing Cycle is approximately one month). of the Billing Cycle.

If, on the Maturity Date, Borrower still owes amounts under the Agreement, Borrover will pay those amounts in full on sturity Date.

the Maturity Date.

4. Finance Charges. Borrower agrees to pay interest (a "Finance Charge") on the Outstanding Principal Balance of cower's Preferred Line Account as determined by the Agreement. Borrower agrees to provincest at the Annual Company. Borrower's Preferred Line Account as determined by the Agreement. Borrower agrees to pr, interest at the Annual Percentage Rate of 14.4000 %.

Lender reserves the right, after notice to Borrower, 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 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 impositions attributable to the property which may attain priority over this Mortgage, and leasehold payments or grounds rents, if 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 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.

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.

8. Borrower Not Released; Forebearance by Lender Not a Waiver. Extension of the time for payment or modification or 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 reuire to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the

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Sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest.

Any forebearance 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, (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.

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.

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, waranty or representation contained in the Agreement or the Mortgage which is required to be performed or kept by Borrov er; (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 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, is attached, seized, subject to a writ of distress warrant, or is levied upon or becomer subject to any lien or comes within possession of any receiver, trustee, custodian or assignee for benefit of creditors, or if such property yor beneficial interest is encumberred 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 shall be declared 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's assets, including the property; (7) Borrower defaults in, or an action is filed alleging a default in any other obligation of 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 A preement 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 ρr neipal 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.

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 and trust holding title to the property is assigned, sold or transferred, or if the Borrower or the title holding trust enters into Articler 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, 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 leasened 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.

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 via nec.

| 14. Walver of Flomesteau. Borrower waives an right | t of nomestead exemption in the property. |
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| Dated: April 26 1989 | · Ca |
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| TRUSTEE | 0. |
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| | in the second se |
| LASALLE NATIONAL BANK TRUSTEE UNDE | R TRUST AGREEMENT DATED Trustee, Trust Numb |
| 111373 , Dated July 28, 1986 and not personally | |
| BY World | M/ M |
| STATE OF ILLINOIS) | SIDEN. |
|) SS Attent Gran | any Cafline Cafferen Caffer |
| COUNTY OF COOK) | N. W. C. |
| I, the undersigned, a Notary Public in and for said Cou | inty, in the State aforesaid, DO HEREBY CERTIFY that |
| Joseph W. Lang, Vice President and Roser | mary Collins, Assistant Secretary |
| personally known to me to be the same person whose name | e(s) is subscribed to the foregoing instrument, appeared before me caled and delivered the said instrument as their ree 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 _27th day of _ADI | 19.89 |
| | Mitto lu (Kipakin |
| | Notary Public |
| | 5000000000000000000000000000000000000 |
| Commission Expires: | "OFFICIAL SEAL" |
| | Martha Ann Breakins |
| | Retary Public, State of Illinois |
| | ■ My Commission Expires Sect. 1, 1991 |

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RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MANTGAGE DATED April 26, 1989 UNDER TRUST NO. 111373

grantor and said LA SALLE NATIONAL BANK personally are concerned, the legal holders, of the note and the owner of owners of any indebtedness accruing hereunder shall look colely to the premises hereby mortgaged or conveyed for the payment thereof, by the unforcement of the lien created in the manner herein and in said note provided or by the nection to enforce the personal liability of the enaranter or ansanters. power and authority to execute the instrument) and it is expressly understood and agreed in . nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part such liability, if any, being hereby expressly waived by the mortgages or Trustes under hereunder, or to perform any covenant, (that express or implied, herein contained, all hereafter claiming any right or courity hereunder; and that so far as the mortgagor or This Mortgage or Trust Deed in the nature of a mortgage is executed by of said mortgagor or granter, or or said LA SALLE NATIONAL BANK personally to pay said Trust Deed, the legal owners of Naders of the note, and by every person now or Trustee (and said LA SALLE NATIONAL BANK hereby warrant) that it possesses full LA SALLE NATIONAL BANK, not personally but as trustee under Tiust No. 111373 in the exercise of the power and suthority conferred upon and worted in it as such said note or any interest that may accrue therean, or any indebtedness accruing wition to enforce the personal liability of the guarantor or guarantors, if any.

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