

19 89 THIS MORTGAGE (Mortgage) is made this 27th day of May between MORTGAGEE, ANTHONY SANTORO, and LINDA A. SANTORO, HIS WIFE, (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 (Lender).

WHEREAS, Borrower is indebted to Lender pursuant to a preferred Line Account Agreement ("Agreement") of even date hereto, in the principal sum of U.S. \$ 25,000.00 (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, 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, (b) the repayment of any future advances, with interest, made to Borrower by Lender pursuant to paragraph 7 hereof ("future advances"), and (c) any "Loans" (advances of principal) made 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 shall 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:

LOT 44 IN ARTES DENAS VILLA, BEING A RESUBDIVISION IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. P.L.N. No. H-09-36-223-028 P.L.N. No. 2

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 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 under the 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 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.

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 14.4000%.

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 accrue or be levied against the property, including, but not limited to, property taxes, and household payments or ground 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, an 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; Forbearance 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 require to commence proceedings against any successor in interest or 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 releasing the liability of the original Borrower shall not be construed to include the exercise of any right or remedy.

9. Entire Agreement. This Mortgage and the Agreement constitute the entire agreement between the parties hereto and supersede all other agreements, oral or written, made between the parties hereto.

10. Assignment. This Mortgage and the Agreement may be assigned by Lender to any assignee of Lender's.

11. Notices. All notices to Borrower shall be in writing and shall be deemed to have been given if mailed to the address set forth in the Agreement or to the address set forth in the Agreement, or to the address set forth in the Agreement, or to the address set forth in the Agreement.

12. Governing Law. This Mortgage and the Agreement shall be governed by the laws of the State of Illinois.

13. Waiver of Privity. Borrower waives the right to sue Lender for negligence or for any other tortious conduct.

14. Severability. If any provision of this Mortgage or the Agreement is held to be unenforceable, the remaining provisions shall survive and remain in full force and effect.

15. Counterparts. This Mortgage and the Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to constitute one and the same agreement.

16. Binding Effect. This Mortgage and the Agreement shall be binding upon the parties hereto and their heirs, assigns, personal representatives, and legal representatives.

17. Acknowledgment. Borrower acknowledges that he/she understands the contents of this Mortgage and the Agreement and that he/she enters into this Mortgage and the Agreement voluntarily and without duress, coercion, fraud, or undue influence.

18. Signature. This Mortgage and the Agreement shall be binding upon the parties hereto only if signed by the parties hereto.

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Property of Cook County Clerk's Office

