

Mortgage to Secure a PREFERRED LINE Agreement

PREFERRED LINE

P.O. Box 803487

Chicago, Illinois 60680

Telephone (312) 621-3117

89825755

MA 11 10 77

Please Return To:

Citicorp Savings of Illinois

22 West Madison, Suite 800

Chicago, Illinois 60602

Number: 4441042332

This Instrument was

prepared by: Clein Pena-Rojas

THIS MORTGAGE ("Mortgage") is made this 30 day of July 1977 between Mortgagor, **ANGELO N. PLEOTIS**, and **JULIE A. PLEOTIS, 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 60602 ("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. \$ 12,000 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 line 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 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 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:

SEE ATTACHED FOR LEGAL DESCRIPTION

P.I.N. No. 1: 02-10-216-807

P.I.N. No. 2:

PROPERTY ADDRESS: 229 CHERRY WOOD DRIVE
PALATINE, ILLINOIS 60067

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 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 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 attain priority over this Mortgage, and leasehold 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, 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 require 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.

PEI Title Services # 127-34

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Property of Cook County Clerk's Office

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3 9 3 2 3 7 2 3

27722202

Property of Cook County Clerk's Office

27722202.

RECORDED APRIL 19, 1981, A. DOCUMENT NO. 27052209 AND AS AMENDED BY DOCUMENT NO. 27722202. IN THE CHERRY BROOK VILLAGE UNIT 2, APARTMENT TO PARCEL 1 AS SET FORTH BOTH INCLUSIVE, IN CHERRY BROOK VILLAGE UNIT 2, APARTMENT TO PARCEL 1 AS SET FORTH PARCEL 2: EGRESS FOR INTERESS AND EGRESS OVER AND THROUGH PARCELS 304 THROUGH 310, ILLINOIS.

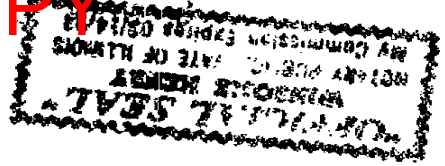
APARTMENT RECORDED ON APRIL 19, 1981, A. DOCUMENT NO. 27052210, IN COOK COUNTY, ILLINOIS. IN THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO PLAT OF PLANNED UNIT DE-

LEGAL DESCRIPTION

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Commission Expires: 3-14-95

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91252668
1/3 Judy

NORBY TRUST

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that ANGELIO N. PLOTTS and JILLIAN PLOTTS, his wife, personally known to me to be the same person who appeared before me this day in person, and after reading the foregoing instrument, and after being duly sworn, have acknowledged the execution of the foregoing instrument, and the facts herein stated. Given under my hand and official seal, this 1st day of January, 1994.

(COUNTY OF COOK)

125

STATE OF ILLINOIS

Proprietary Copy

JILLIAN PLOTTS

JILLIAN PLOTTS

ANGELIO N. PLOTTS

ANGELIO N. PLOTTS

BANKRUPT

DAMON

The Borrower of this Mortgage has acknowledged that he or she is the owner of the property...

12. Acceleration: If the Borrower fails to make any payment of principal or interest when due, or if the Borrower fails to comply with any of the terms and conditions of this Mortgage, the Lender may, at its option, require immediate payment of all sums secured by this Mortgage...

13. Transfer of Property: If all or any part of the property, or an interest therein, is sold or transferred by the Borrower, or if the beneficial interest of any part thereof is assigned, sold or transferred, or if the Borrower or the holder of the title is holding in trust, the Lender may, at its option, require...

14. Default: The 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; (2) failure to perform or keep any term, provision, condition, covenant, warranty or representation contained in the Mortgage...

15. Prior Mortgages: The terms and conditions and covenants of any mortgages, trust deeds or similar security instruments affecting the property which have priority over this Mortgage, including, but not limited to, timely making the payments of principal and interest due thereunder, shall constitute a default under this Mortgage...

16. Assurances: The Borrower agrees to execute the Agreement and to make any accommodations with regard to the terms of this Mortgage of the Agreement without the Borrower's consent...

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