

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1989 JUL 20 PM 2:49

89332523

CITICORP SAVINGS

PREFERRED LINE

P.O. Box 803487

Chicago, Illinois 60680

Telephone (1 312) 621-3117

Please Return To:

Citcorp Savings of Illinois

22 West Madison, Suite 550

Chicago, Illinois 60602

12<sup>00</sup>

THIS MORTGAGE ("Mortgage") is made this

19 between Jonathan Wilson, Jonathan Wilson, his wife,

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. \$ 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 and the Agreement, (d) 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, grant, convey and quit claims) to Lender the following described property ("Property"), located in the

County of COOK and State of Illinois:

LOT 17 IN BLOCK 6 IN RIDGE SUBDIVISION IN SOUTH EVANSTON IN THE EAST 1/2 OF THE  
NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.L.N. No. 1: 10-24-223-009

P.L.N. No. 2:

PROPERTY ADDRESS: 923 WESTLEY AVENUE  
EVANSTON, ILLINOIS 60202

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 not encumbered, 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 the  
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 Maturity Date.  
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 ("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 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; 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 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 its rights or releasing shall not be a waiver or constitute the exercise of any right or  
remedy.

Chicago Savings Form 4300  
UNOFFICIAL COPY  
CITICORP SAVINGS COPY

89332523

5-989 1021 DA

Commission Expires: \_\_\_\_\_

My Commission Expires July 5, 1989

\_\_\_\_\_, 1989

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JONATHAN WILSON, and NAN WITHERS-WILSON, HIS WIFE, personally known to me to be the same person whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that this instrument as THEE, 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 \_\_\_\_\_ day of \_\_\_\_\_, 1989.

Notary Public

COUNTY OF COOK

) SS

STATE OF ILLINOIS

NAN WITHERS-WILSON

JONATHAN WILSON

BORROWER

Dated: July 3, 1989

14. Waiver of Homestead. Borrower waives all right of homestead exemption in the property. paragraph 13, but not limited to, reasonable attorneys' fees and costs of title evidence.

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 evidence.

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 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, 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, Lender may, at Lender's option, declare all sums secured by the Mortgage to be immediately due and payable.

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 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 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 its 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 encumbrance, 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 it 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 to Lender; (8) 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 continue to accrue interest until paid at the rate provided for in the Agreement as if no default had occurred.

10. Prior Mortgages. The terms and conditions and covenants of any mortgages, 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.

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, forbear or make any accommodations with regard to the terms of this Mortgage or the Agreement without that Borrower's consent.

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