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# CITIBANK

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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5-8977523-1 S.S.A.

## MORTGAGE PREFERRED LINE

This instrument was prepared by: Alicja Bujak

Ref.No.: 922841357320  
4441158486

One South Dearborn Street  
Chicago, Illinois 60603

THIS MORTGAGE ("Mortgage") is made this 19th day of October 19 92

between Mortgagor, **Helen Pavichevich a widow** (herein "you," "your" or "yours") and the Mortgagee, Citibank, Federal Savings Bank, 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, **Helen Pavichevich** is (are) indebted to us pursuant to a Preferred Line Account Agreement ("Agreement") of even date hereof, in the principal sum of U.S. \$ **18,500.00**, (Borrower's "Credit Limit") or so much of such principal as may be advanced and outstanding, with interest thereon. The Agreement provides for advances to be made for seven (7) years from the date hereof (the "draw period"). We may, in our sole discretion, extend the draw period for an additional seven (7) years. The draw period will be followed by an additional period of seven (7) years (the "repayment period"). The Agreement provides for periodic monthly installment payments of (a) principal of 1/84th of the principal balance outstanding and unpaid as of (i) the date of the most recent advance to you thereunder for billing cycles beginning during the draw period or (ii) the beginning of the first day of the repayment period for any billing cycle beginning during the repayment period; and (b) interest, optional credit life and/or disability insurance premiums, and miscellaneous fees and charges until the end of the repayment period; all such sums, if not sooner paid, being due and payable fourteen (14) years from the date hereof, or, if we have extended the draw period, twenty-one (21) 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 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 quit claim) to us the following described property ("Property") located in the County of Cook and State of Illinois:

LOT FOUR HUNDRED TWENTY-ONE (EXCEPT THE NORTH 18.67 FEET THEREOF) (421) AND THE NORTH 23.33 FEET OF LOT FOUR HUNDRED TWENTY-TWO (422) IN P.J. LEWIS SOUTH EASTERN DEVELOPMENT BEING A SUBDIVISION IN THE WEST HALF (1/2) AND IN THE NORTHEAST QUARTER (1/4) OF SECTION 17, AND IN THE SOUTHEAST QUARTER (1/4) OF SECTION 18, ALL IN TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. No. 1: 26-17-317-081-0000  
P.I.N. No. 2:

PROPERTY ADDRESS: 11228 South Avenue L  
Chicago, Il 60617

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, warrant 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 first eighty-five (85) billing cycles or, if we extend the draw period, the first one hundred sixty-nine (169) billing cycles.

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.

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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 trust holding title to the Property is assigned, sold or transferred, or if you or the beneficial interest in the title holding trust enter into Articles of Agreement for Deced or any agreement for installment sale of the Property or the beneficial interest in the title holding 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.

(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 give 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, 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.

11. **Default.**

(a) **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.

(b) **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 Mortgages who co-signs this Mortgage but does not execute the Agreement; (a) is co-signing this Mortgage only; (b) is not personally obligated to pay the sums secured by this Mortgage; (c) does not have access to the Line of Credit; and (d) agrees that we and any other Mortgagee may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Agreement without that Mortgagee's consent. Such a Mortgagee is identified below by executing this Mortgage as an "other owner" of the Property.

8. **Borrower Not Released; Forebearance by Us Not a Waiver.** Extension of the draw period or 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 or your successor in interest of yours to make repairs. Although we may take action under this paragraph 7, we do not have to do so.

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.

6. **Charges; Liens.** You shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach priority over this Mortgage, and leasehold payments or grounds rents, if any. You shall promptly furnish to us receipts evidencing these payments.

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.

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. The rate of interest ("Annual Percentage Rate") may vary monthly but will not exceed 25.0% per annum.

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(continued on page 4)

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

including, but not limited to, reasonable attorneys' fees and costs of title evidence. We shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 14, payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Upon a Default by you under this Mortgage, we, at our option, may require immediate

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



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Chicago, Illinois 60603  
Citibank, Federal Savings Bank  
One South Dearborn

MORTGAGE

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Property of Cook County

OFFICIAL SEAL  
SHARON A. SMITH  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 8/10/94

Notary Public:

*Sharon A. Smith*

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Helen Pavichevich, a widow personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 19th day of October, 1992

State of Illinois }  
County of Cook } SS

Borrower Helen Pavichevich

*Helen Pavichevich*

Date: Oct. 19, 1992

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

REQUEST FOR NOTICE OR DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST

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