

THIS INSTRUMENT IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE INSTRUMENT TO WHICH THIS INSTRUMENT IS REFERRED BY REFERENCE.

8. Borrower Not Released; Forbearance by Lender. Extension of the term for payment or modification of amortization of the sums secured by this Mortgage shall not operate to release the liability of the original Preferred Account Holders or your successor in interest. We shall not be required to commence proceedings against any successor in interest or to extend time for payment or otherwise...

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 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. Although we may take action under this paragraph, we do not have to do so.

6. Charges; Liens. You shall pay all taxes, assessments, charges, fees 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 all receipts evidencing these payments. 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.

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. Finance Charges for purposes of application of payments only. 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% per annum.

4. 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.

3. 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 on, if we extend the draw period, the first one hundred sixty-nine (69) billing cycles. 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 on, if we extend the draw period, the first one hundred sixty-nine (69) billing cycles.

1. Payment of Principal and Interest. You shall promptly pay the amount due by the terms of the Agreement the principal of and interest accrued on the indebtedness evidenced by this Mortgage, together with any other fees, charges or premiums imposed by the Agreement or by this Mortgage. You consent 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: (c) you shall promptly pay the amount due by the terms of the Agreement the principal of and interest accrued on the indebtedness evidenced by this Mortgage, together with any other fees, charges or premiums imposed by the Agreement or by this Mortgage. You consent 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.

PLN No. 2: 07-19-302-018
PROPERTY ADDRESS: 2409 Fabish Court
Schaumburg, IL 60193
LOT 18 IN BLOCK 8 IN CONCRETE GOVERNMENT NUMBER 2, BEING A SUBDIVISION OF PART OF THE
SOUTHWEST QUARTER 14 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

92151960

5-89669274-535
MORTGAGE
PREFERRED LINE
This instrument was prepared by:
Laurie A. Jenkins

CITIBANK

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modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Account Holder or Account Holder's successors in interest. Any forbearance by us 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 you and us, subject to the provisions of paragraph 12. Your covenants and agreements shall be joint and several. Any Mortgagor who co-signs this Mortgage but does not execute the Agreement: (a) is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the Property under the terms of this Mortgage; (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 Mortgagor may agree to extend, modify, forebear or make any accommodations with regard to the terms of this Mortgage or the Agreement without that Mortgagor's consent. Such a Mortgagor is identified below by executing this Mortgage as an "other owner" of the Property.

10. **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.

11. **Default.**

(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 in the Agreement or any right we may have in that security; (3) you gave 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 on 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.

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

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

14. **Acceleration; Remedies.** Upon a Default by you under this Mortgage, we, at our 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. We shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 14 including, but not limited to, reasonable attorneys' fees and costs of title evidence.

(continued on page 3)

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

Dated: 2/26/92

[Signature]
Mortgagor **Richard A. Johnson**

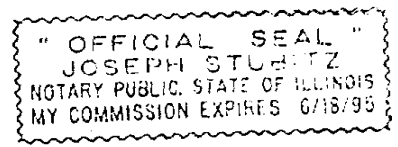
[Signature]
Mortgagor **Michelle T. Johnson**

County of Cook State of Illinois } SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Richard A. Johnson**, and **Michelle T. Johnson**, his wife personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their 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 26th day of February, 19 92
Notary Public [Signature]

Commission Expires: 6/18/95



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