

Any amounts disbursed by us under this paragraph 7 shall become additional debt of yours secured by this Mortgage. Unless you and we 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 us to you requesting payment.

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. Although we may take action under this paragraph 7, we do not have to do so.

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.

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.

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.

1. **Payment of Principal and Interest.** You shall promptly pay when due by the terms of the Agreement the principal 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.

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 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.

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.

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.

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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. Although we may take action under this paragraph 7, we do not have to do so.

Any amounts disbursed by us under this paragraph 7 shall become additional debt of yours secured by this Mortgage. Unless you and we 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 us to you requesting payment.

92246356

PLN. No. 1: 28-26-108-043  
PLN. No. 2:  
County Club Hills, IL 60478  
PROPERTY ADDRESS: 3824 West 169th Street  
ILLINOIS  
TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ADDITION SUBDIVISION OF PART OF THE WEST 3/4 OF THE NORTHWEST 1/4 OF SECTION 26,  
INCLUSIVE TOGETHER WITH VACATED STREETS IN T. E. MERRIKON'S COUNTY CLUB HILLS 6TH  
LOT 75 INCLUSIVE, LOTS 104 TO 132 INCLUSIVE, LOTS 157 TO 186 INCLUSIVE AND LOTS 208 TO 223  
LOT 88 IN T. E. MERRIKON'S NORTH ADDITION TO COUNTRY CLUB HILLS RESUBDIVISION OF LOTS 22

THIS MORTGAGE ("Mortgage") is made this 31ST day of MARCH 1992 between 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"), and Mortgagor, Robert E. Holman, and Neola E. Holman his wife (herein "you," "your" or "yours") and the WIFEKAS, Robert E. Holman, and Neola E. Holman (are) indebted to us 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. 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 1/8th of the principal balance outstanding and unpaid as of (i) the date of the most recent advance to you thereafter for billing cycles beginning during the repayment 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").

5-8962313-47 5.5.D



Prepared by: 2/27/92  
22 W. Madison Room 550  
Chicago, IL 60602

92246356

MORTGAGE  
PREFERRED LINE

This instrument was prepared by:

REG. No: 920720918330

(444-114-5491)

One South Dearborn Street  
Chicago, Illinois 60603

MARCH 1992

between 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"), and Mortgagor, Robert E. Holman, and Neola E. Holman his wife (herein "you," "your" or "yours") and the WIFEKAS, Robert E. Holman, and Neola E. Holman (are) indebted to us 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. 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 1/8th of the principal balance outstanding and unpaid as of (i) the date of the most recent advance to you thereafter for billing cycles beginning during the repayment 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").

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(continued on page 3)

including, but not limited to, reasonable attorneys' fees and costs of the evidence.

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.

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; and (d) the value of our security interest falls below 120% of your Credit Limit; (e) we are notified by our Regulatory Agency that continuing to make Loans constitutes an unsafe and unsound practice; or (f) 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.

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 title holding trust enter 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 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.

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.

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 instrument affecting the Property which has or may have priority over this Mortgage, including 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.

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 Mortgages who co-signs this Mortgage but does not execute the Agreement; (a) is co-signing this Mortgage only to mortgage, grant and convey that Mortgages 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 Mortgages may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Agreement without that Mortgages consent. Such a Mortgages is identified below by executing this Mortgage as an "other owner" of the Property.

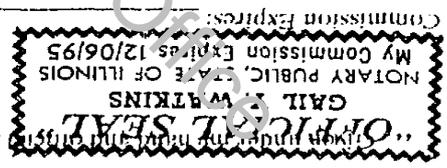
8. Borrower Not Released; Forbearance by Us Not a Waiver. Extension of the draw period or the time for payment or modification of amortization of the sums secured by this Mortgage granted by us to any successor in interest of yours shall not operate to release the liability of the original Preferred Account Holder or your successor in interest. We shall not be required 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 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.

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Commission Expires: 12-6-95

31st day of March, 1992

Notary Public  
*Gail W. Atkins*

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert E. Holman, and Neola E. Holman, 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.

State of Illinois }  
County of Cook } SS

Mortgagor Neola E. Holman  
*Neola E. Holman*

Mortgagor Robert E. Holman  
*Robert E. Holman*

Dated: 3/31/92

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

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