

UNOFFICIAL COPY

NORFEN LUKOVICH

, being first duly sworn

on oath, an authorized by CITICORE SAVINGS OF ILLINOIS  
to make this Affidavit.

That the Filing could not be made on a timely basis because  
of WAITING FOR MARITAL STATUS AFFIDAVIT.

That the present Marital Status is the same and unchanged  
from that shown in the loan instrument RICHARD M. WHILLERS AND  
BARBARA A. KRANER, HIS WIFE.

That there is a current balance due on the Note and Loan  
Instrument.

That the loan instrument and Note has not been sold or  
Assigned, except as evidenced by a proper Assignment being  
registered concurrent with this Filing.

That there is no pending legal action regarding these  
Instruments.

Affecting the following described real estate registered in  
Cook County, Illinois on Certificate of Title 1-5111  
UNIT NO. 45 IN COMMONS OF EVANS ON CONDOMINIUM DEVELOPMENT, AS DEFINED BY  
SUBLEY OF CERTAIN PARTS OF LOT 1 IN THE COMMONS OF EVANSTON CONSOLIDATION GAS  
PER PLAN OF CONSOLIDATION FILED AND RECORDED ON FEBRUARY 27, 1976 IN THE RECORDER'S  
OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT 2404394 AND IN THE OFFICE OF THE REGISTRAR  
OF TITLES OF COOK COUNTY, ILLINOIS AS DOCUMENT 2222814 IN LOTS 11 TO 14, BOTH  
INCLUSIVE, IN BLOCK 4 IN WHITES ADDITION TO EVANSTON GAS PER PLAN THEREOF RECORDED  
IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS IN BOOK 4 OF DEEDS, PAGE 5411,  
IN FRAGMENTAL SECTION 19, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL  
MERIDIAN IN COOK COUNTY, ILLINOIS WHICH EGRESS IS ATTACHED AS EXHIBIT "A" IN  
DECLARATION OF CONDOMINIUM RECORDED AS DECISION 1145478 AND RECORDED AS  
DOCUMENT LR2479519, TOGETHER WITH ITS UNDIVIDED INTEREST IN THE COMMON  
ELEMENTS.

The Corporation Shall, therefore hold the Registrar of  
Titles in Cook County, Illinois, harmless against all costs,  
charges, damages and expenses, and all claims and demands of  
every kind and nature, actions, causes of actions, suits and  
controversies, whether groundless or otherwise arising by  
reasons of accepting this late Filing.

(SEAL)

*[Handwritten Signature]*

Notary Public's Office

5797113

I the undersigned a Notary of the public, do hereby certify  
that NORFEN LUKOVICH is personally known to  
me to be the PRODUCTION SERVICE REP of the CITICORE SAVINGS  
a corporation, Appeared before me this  
day in person, and signed, sealed and delivered this  
attidavit, for the uses and purposes therein set forth.

Subscribed and sworn to me  
on this day of  
19

*[Handwritten Signature]*

Notary Public

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Mortgage  
to Secure a  
**PREFERRED LINE**  
Agreement

444 100 2617

This Instrument was  
prepared by: MARY RUSSELL

# UNOFFICIAL COPY

Corporate Office  
One South Dearborn Street  
Chicago, Illinois 60608  
Telephone (312) 277-8000

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PLEASE RETURN PACKAGE TO:  
CITICORP SAVINGS OF ILLINOIS  
22 W. MADISON SUITE 301  
CHICAGO, ILLINOIS 60602

THIS MORTGAGE ("Mortgage") is made this 26 day of APRIL  
1988 between Mortgagor, RICHARD M. PHILLIPS AND BARBARA A. KRANER, HIS WIFE

herein "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, whose address is One South Dearborn Street, Chicago, Illinois 60608 hereinafter "Lender".

WHEREAS, Borrower is indebted to Lender pursuant to a Preferred Line Account Agreement ("Agreement") of even date herewith in the principal sum of U.S. \$ 23,000.00 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 1/6% 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".

In witness whereof, 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 the Mortgage, and the performance of the covenants and agreements of the Borrower herein contained, and of the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 4 hereof, such advances pursuant to paragraph 4 hereof of principal made after the date hereof being referred to as "future advances", and a "Loan" (advances of principal after the date hereof) as provided for in the Agreement not being the intention, if 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, and of the performance of Borrower's covenants and agreements under this Mortgage and the Agreement secured hereby, for this purpose, Borrower does hereby mortgage, grant, convey and warrant to Lender, whether or not a Illinois land trust, in which case Borrower mortgages, grants, conveys and warrants to Lender the following described property ("Property") located in the County of COOK and State of Illinois:

-SEE ATTACHED-

FILE No. 11-19-403-016-1045

which has the address of 300 A MAIN STREET in the City of EVANSTON (city), ILLINOIS 60202 (state and zip code), then "Property Address".

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 created by Borrower, unless Borrower is an Illinois land trust, warrents and will defend generally the title to the property against all claims and demands, subject to any encumbrances of record.

Covenants, Borrower and Lender covenant and agree as follows:

1.

(A) **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 all other fees, charges or premiums imposed by the Agreement or by this Mortgage.

(B) **Line of Credit Loan.** This Mortgage secures a Line of Credit Loan Agreement. Borrower will use only that Line of Credit during the term hereof.

(C) **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, to each Billing Cycle, as set forth in the Billing Statement. The payment due date for each Billing Cycle is approximately every five (5) days after the date of the Billing Cycle.

If on the Maturity Date, Borrower still owes an amount under the Agreement, Borrower will pay that amount in full on the Maturity Date.

(D) **Finance Charges.** Borrower agrees to pay interest as "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 14.90%.

Lender reserves the right, after notice to Borrower, to change the Annual Percentage Rate, the Credit Limit, or either Borrower's Preferred Line Account.

2. **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 4 hereof will be treated as Finance Charges for purposes of application of payments.

3. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fees, and impositions, after levied on the property which may affect payments under this Mortgage, and shall hold payments or amounts due if any. Borrower shall promptly furnish to Lender receipts evidencing these payments.

4. **Protection of Lender's Rights in the Property; Mortgage Insurance.** 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, and its for condemnation or expropriation, or a foreclosure sale, then Lender may demand and pay for whatever is necessary to protect the value of the property and Lender's interests in the property. Lender's action may include procuring and securing by a lien which has priority over this Mortgage, appraising, repairing, reasonably estimating, securing and/or insuring the property to make repairs. Although Lender may take all or some of this paragraph 4 Lender's actions may have to do so.

Any amount disbursed by Lender under this paragraph 4 shall become and remain debt of Borrower secured by this Mortgage. Lender, Borrower and Lender agree to alter 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, ten months from Lender to Borrower requesting payment.

11-19-403-016-1045

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UNIT NO. 43 IN COMMONS OF EVANSTON CONDOMINIUM DEVELOPMENT, AS DELINEATED ON SURVEY OF CERTAIN PARTS OF LOT 1 IN THE COMMONS OF EVANSTON CONSOLIDATION (AS PER PLAT OF CONSOLIDATION FILED AND RECORDED ON FEBRUARY 27, 1976 IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT 23401594 AND IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS AS DOCUMENT 2856819) OF LOTS 13 TO 26, BOTH INCLUSIVE, IN BLOCK 9 IN WHITE'S ADDITION TO EVANSTON (AS PER PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS IN BOOK 4 OF PLATS, PAGE 53), IN FRACTIONAL SECTION 19, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 2334537H AND REGISTERED AS DOCUMENT LR2879519, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

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By Richard M. Phillips, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.  
By Barbara A. Kramer, Lender

1. Borrower agrees to pay to Lender the amount of the mortgage debt secured by this instrument, together with interest, taxes, and other charges, as provided in the Security Instrument and the Promissory Note. Borrower shall pay to Lender the amount of the mortgage debt secured by this instrument, together with interest, taxes, and other charges, as provided in the Security Instrument and the Promissory Note. Borrower shall pay to Lender the amount of the mortgage debt secured by this instrument, together with interest, taxes, and other charges, as provided in the Security Instrument and the Promissory Note.

2. Lender shall maintain a public liability insurance policy acceptable to Lender, covering the entire term of this instrument, and shall pay the cost of such insurance. Lender shall maintain a public liability insurance policy acceptable to Lender, covering the entire term of this instrument, and shall pay the cost of such insurance. Lender shall maintain a public liability insurance policy acceptable to Lender, covering the entire term of this instrument, and shall pay the cost of such insurance.

3. Lender shall maintain a public liability insurance policy acceptable to Lender, covering the entire term of this instrument, and shall pay the cost of such insurance. Lender shall maintain a public liability insurance policy acceptable to Lender, covering the entire term of this instrument, and shall pay the cost of such insurance. Lender shall maintain a public liability insurance policy acceptable to Lender, covering the entire term of this instrument, and shall pay the cost of such insurance.

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5. Lender shall maintain a public liability insurance policy acceptable to Lender, covering the entire term of this instrument, and shall pay the cost of such insurance. Lender shall maintain a public liability insurance policy acceptable to Lender, covering the entire term of this instrument, and shall pay the cost of such insurance. Lender shall maintain a public liability insurance policy acceptable to Lender, covering the entire term of this instrument, and shall pay the cost of such insurance.

This Condominium Rider is made this 20 day of APRIL, 1989.

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as COMMONS OF EVANSTON CONDOMINIUM, located at 300 A MAIN STREET, EVANSTON, ILLINOIS 60202.

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11/11/89  
146653  
DUPLICATE

1989 MAY 26 PM 1:36

CAROL MOSELEY STASH  
REGISTRAR OF DEEDS

3797111

Submitted by

Address

Phone

9797111

Address

Phone

Address

Phone

11/11

970602-18