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Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Mortgage. Unless otherwise agreed to by Lender at the rate provided in the Agreement and shall be payable, with interest, upon demand to Borrower requiring payment.

When Lender may do or and pay for whatever is necessary to protect the value of the property and Lender's rights in the property, Lender does not have to do so.

7. Protection of Lender's Rights in the Property: Mortgage Insurance

6. **Chargess; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions ultimately due to the prop-erty which may within priority over this Mortgage, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender receipts evidencing these payments.

5. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under this Agreement and this Mortgage shall be applied as provided in the Agreement. Charges incurred pursuant to paragraph 7 hereof will be applied as follows for purposes of application of payments only:

Boilerowner's Premiums. Premiums are determined by the Agreement, boilerowner agrees to pay interest at the Annual Percentage Rate of **14.40%**.

If, on the Maturity Date, Borrower still owes amounts under the Agreement, Borrower will pay those amounts in full on the Maturity 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. Agreeement. Borrower will enjoy access to that Line of Credit during the term hereof.

1. Payment of Principal and Interest. Borrower shall promptly pay when due by like terms of the Agreement the principal and interest accrued on the indebtedness evidenced by this Agreement, together with any other fees, charges or premiums imposed by the Lender.

power is an Illinois land trust, warranties and will defend generally like title to the property against all claims and demands, and conveys the property to the beneficiaries, subject to any encumbrances of record.

Borrower's covenant that Borrower is lawfully seized of the estate to hereby convey and has the right to mortgag[e], grant and convey the minuttery and that the minuttery is unencumbered except for any encumbrances of record. Borrower will pay all expenses of recording.

PLN. No. 25-06-406-011-010
PROFESSIONAL ADDRESS: 1724 WEST 91ST PLACE
CHICAGO, IL 60620

THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

A SORBIVISIION OF BLOCK 3 IN BEVERLY HILLS SUBDIVISION OF THE SOUTH & OF THAT PART LYING EAST OF COLUMBUS, CHICAGO AND INDIANA CENTRAL.
RAILROAD OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14, LYING EAST OF

("Property") located in the County of COOK _____ and State of Illinois:

such loans made earlier than the date hereby granted and security created as if all such loans had been made on the same priority and security hereby granted.

and arrangements of the Borrower under the Agreement and the performance of any future advances, without in any manner impairing, waiving or releasing the security of this Mortgage, and the performance of the covenants

(10) years from the date hereof, in such sums, not sooner paid, being due and payable ten (10) years from the date hereof (the "Maturity Date").

of such principal as may be advanced and outstanding, with interest thereon, provided installment payments

WHETHERS, Borrower is indebted to Lender pursuant to a Preferred Line Account Agreement ("Agreement") of even date hereof, in the principal sum of U.S. \$ 5,000, (Borrower's "Credit Limit") or so much

19-21 Between Mortgagor, ERINCE W. COLLATINS JR., AND JUANITA COLLATINS HIS WIFE
("Borrower") and the Mortgagee, CITICORP SAVINGS OF ILLINOIS, A Federal Savings and Loan Association, a Corporation

THIS MORTGAGE ("Mortgage") is made this 13rd day of OCTOBER,
2000, by JOHN D. HARRIS, of Charlottesville, Virginia.

CITICORP SAVINGS OF ILLINOIS
22 W. MADISON SUITE 550
CHICAGO ILLINOIS 60602

444-104-4875
Telephone (1 312) 621-3111
PLEASE RETURN PACKAGE TO:
ANNETTE CALDWELL
This instrument was
prepared by: ANNETTE CALDWELL

PREFERRED LINE **Agreement**
3838432

CITICORP SAVINGS
Mortgage to Secure a

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8. **Borrower Not Released From Liability by Lender Not Waiver.** Extension of the time for payment or modification of 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 successors 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 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 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, forebear or make any accommodations with regard to the terms of this Mortgage or the Agreement without that Borrower's consent.

10. **Prior Mortgages.** Borrower covenants and agrees 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, 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.

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 Agreement or 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 is 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 encumbrances 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 if Borrower 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 creditors other than 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.

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 any land trust holding title to 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 this Mortgage to be immediately due and payable.

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

14. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the property.

Dated: October 13, 1989

BORROWER

Prince W. Collins

Borrower PRINCE W. COLLINS JR.

Juanita Collins

Borrower JUANITA COLLINS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

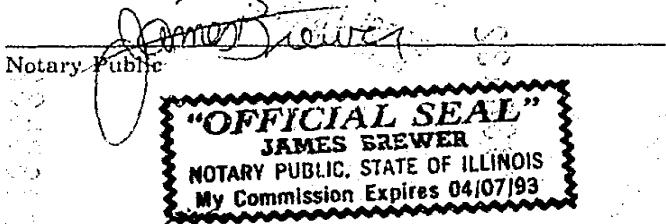
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that PRINCE W. COLLINS JR. AND *JUANITA personally known to me to be the same person whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that 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 13th day of October, 1989.

COLLINS HIS WIFE

Commission Expires: 4-7-93

Notary Public



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CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

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CHICAGO TITLE & TRUST CO.

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