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FORM 4111

STATUTORY FEDERAL TAX LIEN SEARCH

PRESENT PARTIES IN INTEREST:

Kenneth T. Robinson
Beratha T. Robinson

DOCUMENT NO.

1452387

DATE OF SEARCH:

3-21-96VS

RESULT OF SEARCH:

VLOP

N920

06-867360

775831

INTENDED GRANTEE'S OR ASSIGNEE'S:

CHICAGO TITLE & TRUST CO.
RECEIVED
OCTOBER 21 1996 52
SPECIAL AGENT'S GRAIN
PROPERTY EXCLUSIVES
SEARCHED INDEXED SERIALIZED FILED

RESULT OF SEARCH:

CHICAGO TITLE INS.
G# (Signature)

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CITICORP
SAVINGS

MORTGAGE PREFERRED LINE

Ref.No.: 900390959430

This Instrument was

prepared by: Mary Russell

NOT IDENTIFIED

One South Dearborn Street
Chicago, Illinois 60603

THIS MORTGAGE ("Mortgage") is made this 5th day of March, 1970 between Mortgagor, Kenneth T. Robinson, and Bernithy T. Robinson His Wife (herein "you," "your" or "yours") 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 60603 (herein "we," "us" or "our").

WHEREAS, Kenneth T. Robinson, and Bernithy T. Robinson is (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, providing for periodic installment payments of principal of 1/60th of the principal balance outstanding and unpaid as of the date of the most recent advance to you thereunder, 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").

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 to you 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 TWENTY FIVE----- (25)

In North Sheldon Heights Third Addition, a Resubdivision of parts of Lots 31 and 54 in School Trustees' Subdivision of Section 16, Township 37 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof, registered as Document Number 1336765.

P.I.N. No. 1: 25-16-318-030

P.I.N. No. 2:

PROPERTY ADDRESS: 10920 South Parnell
Chicago, Illinois 60628

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, warrants 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 term hereof.

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.

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. You agree to pay interest at the Annual Percentage Rate of 14.4000 %.

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.

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

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.

8. **Borrower Not Released; Forebearance by Us Not a Waiver.** Extension of 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's or your successor in interest. We 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 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.

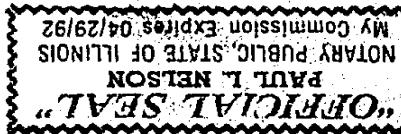
9. **Successor and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of you and us, subject to the provisions of paragraph 12. Your

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Commission Expires:

4/29/92

Notary Public

Given under my hand and official seal, this 5/13 day of May 1992

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Kenneth T. Robinson, Bertinthy T. Robinson, 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.

County of Cook, State of Illinois ss.

MORTGAGOR Bertinthy T. Robinson
X Dawnbury T. Robinson

Dated: 3/5/9215. *Waiver of Homestead.* You waive all right of homestead exception in the property.

Including, but not limited to, reasonable attorney fees and costs of title defense.

14. *Acceleration; Remedies.* Upon a Default by you after this Mortgage, we may require that Mortgagor shall pay monthly in full 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 attorney fees and costs of title defense.

14. *Acceleration; Remedies.* Upon a Default by you after this Mortgage, we may require that Mortgagor shall pay monthly in full 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 attorney fees and costs of title defense.

15. *Right to Reduce Limit of Credit.* We may reduce your credit privileges (refuse to make additional loans and can demonstrate that the conditions that gave us the right to refuse to make further loans has changed).

16. *Transfer of Property.* If all or any part of the property, or an interest therein is sold or transferred by you, or if

you or the title holder grants interests in any land trust holding title to the property is assigned, sold or transferred, or if

the beneficial interests, or any interest therein is sold or transferred by you, or if

you hold title to any land trust holding title to the property is assigned, sold or transferred, or if

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IN DUPLICATES

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Shonie L. BRAUN
Address 2 BRAUN TITLES
Promised 100
Dever 100
Issued MAR 21
Address CAROL MOSER
REGISTRAR

Deed to _____
Address _____
Notary 04659

CHICAGO TITLE INS.
G# 97901-11

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