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CHICAGO TITLE INS. G# *(A)*

RESULT OF SEARCH:

INTENDED GRANTEE OR ASSIGNEE:

03-879817

RESULT OF SEARCH:

5-10-50
ad

None
None

PRESENT PARTIES IN INTEREST:

ELLEN L. JONES
ELLEN F. RILEY

STATUTORY FEDERAL TAX LIEN SEARCH

DATE OF SEARCH:

DOCUMENT NO.

1471354

2948
1781

Property of Cook County Clerk's Office

783736

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Property of Cook County Clerk's Office

75

2760

TLH

MORTGAGE PREFERRED LINE

NOTE IDENTIFIED

3879817

Ref.No.: 900871303090

One South Dearborn Street Chicago, Illinois 60603

THIS MORTGAGE ("Mortgage") is made this 5th day of May 1991 between Mortgagor, Ellen L. Jones Divorced, Not Since Remarried, and Ellen F. Riley Divorced, Not Since Remarried (herein "you," "your" or "yours") and the 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").

A# 98132

WHEREAS, Ellen L. Jones, and Ellen F. Riley is (are) indebted to us pursuant to a Preferred Line Account Agreement ("Agreement") of even date hereof, in the principal sum of U.S. \$ 7,600.00, (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:

Of Wakeford Tenth Addition being Frank T. Crawford's Subdivision of Lots Three (3), Four (4), Five (5), Six (6) and Seven (7), 1st Block Four of William Fleming's Subdivision of the Southwest Quarter (1) of the Northeast Quarter (1) of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian.

P.I.N. No. 1: 20-27-226-013 P.I.N. No. 2:

PROPERTY ADDRESS: 7437 South Eberhart Chicago, Illinois 60619

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.
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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CUSTOMER COPY FORM PL 1300 (04/90)

On Both Sides, Chicago, Illinois 60603

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

of any right or remedy. Any foreclosure by us in exercising any right or remedy shall not be a waiver of or preclude the exercise of the sums secured by this Mortgage by reason of any demand made by the original Account Holder or Account Holder's commencement proceedings against any successor in interest or refusal to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage granted by us to any successor in interest. We shall not be required to release the liability of the original Preferred Account Holder's or your successor in interest. We shall not be required to

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 shall be payable, with interest, upon notice from us to you requesting payment. Unless you and we agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate of any amounts disbursed by us under this paragraph 7 shall become additional debt of yours secured by this Mortgage. Although we may take action under this paragraph 7, we do not have to do so.

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, or 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. 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.

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 ground 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. You agree to pay interest at the Annual Percentage Rate of 14.4000%. Date. If, on the Maturity Date, you still owe amounts under the Agreement, you will pay those amounts in full on the Maturity Date. The payment due date for each Billing Cycle is approximately twenty-five (25) days after the close of the Billing Cycle. Each periodic Billing Statement the Minimum Payment Due for that Billing Cycle (each Billing Cycle will be approximately one month). During the term hereof, you agree to pay on or before the payment due date shown on

3. Agreed Periodic Payments. Credit during the term hereof. 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. 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, 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:

P.I.N. No. 1: 20-27-226-013
P.I.N. No. 2:
PROPERTY ADDRESS: 7437 South Eberhart
Chicago, Illinois 60619
LOT 13 OF WAKERDORF TRAIL ADDITION, BEING FRANK T. CRAWFORD'S SUBDIVISION OF LOTS 3, 4, 5,
6 AND 7, IN BLOCK 4 OF WILLIAM FLEMING'S SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 27,
TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY,
ILLINOIS.

19. This Mortgage ("Mortgage") is made this 5th day of May, 2003 between Mortgagor, Ellen L. Jones Remarried, Not Since Remarried, and Ellen F. Riley Divorced, 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").

WIREAS, Ellen L. Jones, and Ellen F. Riley is (are) indebted to us pursuant to a Preferred Line Account Agreement ("Agreement") of even date hereof, in the principal sum of U.S. \$ 7,600.00, (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, we advance pursuant to paragraph 7 hereof of principal made

THIS MORTGAGE ("Mortgage") is made this 5th day of May, 2003 between Mortgagor, Ellen L. Jones Remarried, Not Since Remarried, and Ellen F. Riley Divorced, 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").

One South Dearborn Street
Chicago, Illinois 60603
CITIBANK

719861832

981732

0 3 8 7 9 8 1 7
NOR-E IDENTIFIED
PREFERRED LINE
MORTGAGE
Ref.No.: 90087130390
3879817



Commission Expires: _____

*divorced, not since remarried

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ellen L. Jones, Ellen F. Riley, 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 _____
State of Illinois, ss.

MORTGAGOR Ellen F. Riley
MORTGAGOR Ellen L. Jones

Dated: 5-5-90

15. Waiver of Homestead. You waive all right of homestead exemption in the property, including, but not limited to, reasonable attorneys' fees and costs of this 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 accrued 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, further Loans and can demonstrate that the conditions that gave us the right to refuse to make further Loans has changed.

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 then 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.

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 Articles of Agreement for Deed or any agreement for installment sale of the Property or purchase money security interest in the real holding land trust, without our prior written consent, including: (a) the creation of a death of a joint tenant; or (b) a transfer by devise, descent, or by operation of law upon the purchase 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 for 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.

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 hereby agreed agreements shall constitute a default under this Mortgage, and we may invoke the remedies specified in paragraph 14 hereof.

Any other Mortgage or the Agreement may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage as an "other owner" of the Property. 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 hereby agreed agreements shall constitute a default under this Mortgage, and we may invoke the remedies specified in paragraph 14 hereof.

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REGISTERED
CARRIAGE
REGISTRATION OF TITLES
MAY 1950
SUBMITTED BY
ADDRESS
PREMIUM
DEED
ACQUISITION

CITIZENSHIP

3879817

CHICAGO TITLE INS.
G# 981732

147/354
IN DUPLICATE

Property of Cook County Clerk's Office