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FORM 4111

DOCUMENT NO. _____

STATUTORY FEDERAL TAX LIEN SEARCH

PRESENT PARTIES IN INTEREST:

DATE OF SEARCH:

RESULT OF SEARCH:

None

None

9-5-90

802556

90 SEP -5 AM 11:28

INTENDED GRANTEES OR ASSIGNEES:

RESULT OF SEARCH:

CHICAGO TITLE INS.

G# _____

Property of Cook County Clerk's Office

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Customer # 071
Torrens Menus Filing Date 9-5-90
Ctl. # 1236830 L.F. Date _____
Grantor Lawrence C. Kukera
S.S.# _____
Grantor Betty M. Kukera
S.S.# _____
Grantee _____
S.S.# _____
Grantee _____
S.S.# _____
PIN # 03-31-320-032 Tax # 9050-89
Fed Lien Search 802556 James
Title Officer _____
Title Company _____
Trust Dept. Approval _____ Sun by Dept. Approval _____
Refused _____
Type of Document _____ Number _____

Total No. Docs. _____
Logged _____ Microfilm _____
To Tax Dept. _____ Filed _____
Previewer _____ Date _____
Typist _____ Date _____
Revisor _____ Date _____
New Ctl. # _____ Date _____
Delivery _____ Date _____
Customer Signature _____

**MORTGAGE
PREFERRED LINE**
Ref.No.: 902191418560



3909509

One South Dearborn Street
Chicago, Illinois 60603

CITIBANK

THIS MORTGAGE ("Mortgage") is made this 29th day of AUGUST 1990

between Mortgagor, Lawrence C. Kucera, and Betty M. Kucera his wife (herein "you" 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").

WHEREAS, Lawrence C. Kucera, and Betty M. Kucera is (are) indebted to us pursuant to a Preferred Line Account Agreement ("Agreement") of even date herewith, in the principal sum of U.S. \$ 15,000.00, (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 1/120th 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 8 (EXCEPT THE WEST 70 FEET THEREOF) IN BLOCK 3 IN THE ERENST. BUSSE ADDITION TO MOUNT PROSPECT, A SUBDIVISION OF THE SOUTH 543 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.L.N. No. 1: 03-34-320-032-0000

PROPERTY ADDRESS: 6 North Pine
Mount Prospect, IL 60056

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 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 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 attach prior to this Mortgage, and leasehold payments or grounds rents, if any. You shall promptly furnish to us receipts evidencing these payments.

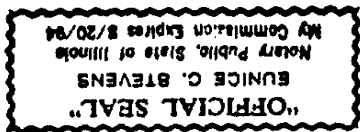
7. **Protection of Our Rights in the Property; Mortgage Insurance.** If you fail to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect our rights in the property (such as a proceeding in bankruptcy, probate, for condemnation or 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 or 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 covenants and agreements shall be joint and several. Any Mortgagor who co-signs this Mortgage but does not execute the Agreement: (a) is co-signing this Mortgage jointly with the Mortgagor who does execute the Agreement and (b) is co-signing this Mortgage jointly with the Mortgagor who does execute the Agreement and agrees to be bound by the terms of this Mortgage. Any Mortgagor who co-signs this Mortgage but does not execute the Agreement: (a) is co-signing this Mortgage jointly with the Mortgagor who does execute the Agreement and (b) is co-signing this Mortgage jointly with the Mortgagor who does execute the Agreement and agrees to be bound by the terms of this Mortgage.

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Commission Expires: August 20, 1994

Notary Public

Eunice C. Stevens

Given under my hand and official seal, this 29th day of August, 1990

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lawrence C. Kucera, Betty M. Kucera, 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.

6956063

MORTGAGOR Betty M. Kucera

MORTGAGOR Lawrence C. Kucera

Dated: AUGUST 29, 1990

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

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

13. Right to Reduce Line of Credit. We may reduce your Credit Limit or suspend your Credit Limit or 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) government action precludes us from charging the Annual Percentage Rate permitted by the Agreement or governmental action adversely affects our lien priority such that the value of our security interest falls below 120% of your Credit Limit; (d) you are notified by our Regulatory Agency that continuing to make Loans constitutes an unsafe and unsound practice; or (e) you are in default or 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 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. 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.

10. Prior Mortgages. You covenant and agree to comply with all of the terms and conditions and covenants of any Mortgage as an "other owner" of the Property. any other Mortgage may agree to extend, modify, forebear or make any accommodations with regard to the terms of this the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that we and

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



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390 SEP -5 PM 0621
CAROL JOSELYN RAUNN DUPLIGNE
REGISTRAR OF TITLES
60566

Address	
Promisor	
Delivered	
Address	
Notified	
Delivered	3999509
Address	6056666
Notified	
C.T.I. Company	

CHICAGO TITLE INS.
G# 21887-2

Property of Cook County Clerk's Office

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