

WILLIS E. SWINHART, II (Name)

BALLWIN, MO 63011 (Address)

MORTGAGE

04002894

2705121277

THIS MORTGAGE is made this 23RD day of NOVEMBER 1994, between the Mortgagor, ANGELA JANIAK AND EDWARD M. JANIAK, HER HUSBAND, IN JOINT TENANCY

(herein "Borrower"), and the Mortgagee, CITIBANK, FEDERAL SAVINGS BANK a corporation organized and existing under the laws of the United States, whose address is 180 GRAND AVENUE OAKLAND, CALIFORNIA 94612 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 47,000.00, which indebtedness is evidenced by Borrower's note dated NOVEMBER 23, 1994 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on NOVEMBER 29, 2009.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, 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 Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK State of Illinois:

LOT 36 IN BLOCK C IN HENRY HOGAN'S MARQUETTE PARK ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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which has the address of 3800 WEST 67TH PLACE, CHICAGO (Street) (City)

Illinois 60629 (herein "Property Address"); (Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully sole owner 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 of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
2. FUNDS FOR TAXES AND INSURANCE. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

Handwritten signature and date 27.00 FM

remedy, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy payment or otherwise modification of the sums secured by this Mortgage by reason of any demand made by the interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Extension of the time for payment or

10. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER.

a lien which has priority over this Mortgage. assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby The proceeds of any award or claim for damages, direct or consequential, in connection with any

9. CONDEMNATION.

to Lender's interest in the Property. provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related

8. INSPECTION.

Lender may make or cause to be made reasonable entries upon and inspections of the Property, contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become

Lender's written agreement or applicable law. insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender is required mortgage insurance as Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then

7. PROTECTION OF LENDER'S SECURITY.

If Borrower fails to perform the covenants and agreements contained in this By-laws and regulations of the condominium or planned unit development, and governmental documents. obligations under the declaration or covenants creating or governing the condominium or planned unit development, the Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this

Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or DEVELOPMENTS. PRESERVATION AND MAINTENANCE OF PROPERTY, CONDOMINIUMS, PLANNED UNIT

to the sums secured by this Mortgage. authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is

if the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice loss if not made promptly by Borrower. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of

security agreement with a lien which has priority over this Mortgage. shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other acceptable to Lender and shall include a standard Mortgage clause in favor of and in a form acceptable to Lender. Lender such approval shall not be unreasonable. All insurance policies and renewals thereof shall be in a form

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that require and in such amounts and for such periods as Lender may require. insured against loss by fire, hazard, included within the term "extended coverage", and such other hazards as Lender may

5. HAZARD INSURANCE.

Borrower shall keep the improvements now existing or hereafter erected on the Property household payments or ground rents, if any. other charges, fines and penalties attributable to the Property which may attach a priority over this Mortgage, and Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including

4. PRIOR MORTGAGES AND DEBTS OF TRUST, CHARGES, LIENS.

Dorrower shall perform all of Borrower's obligations under paragraph 4 hereof, then to interest payable on the Note, and then to the principal of the Note. Note and Paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender under the

3. APPLICATION OF PAYMENTS.

Unless applicable law provides otherwise, all payments received by Lender under the the time of application as a credit against the sums secured by this Mortgage. apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any funds held by Lender at Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require. Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower promptly repaid to Borrower or credited to Borrower on monthly installments of funds. If the amount of the funds held by

due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, if the amount of the funds held by Lender, together with the future monthly installments of funds payable prior to the security for the sums secured by this Mortgage. and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional

warnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for an holding and applying or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured

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11. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. NOTICE. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. GOVERNING LAW; SEVERABILITY. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to the extent the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses", and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. BORROWER'S COPY. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recording hereof.

15. REHABILITATION LOAN AGREEMENT. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. TRANSFER OF THE PROPERTY. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (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 years or less not containing an option to purchase, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender, on the basis of any information obtained regarding the transferee, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. ACCELERATION; REMEDIES. EXCEPT AS PROVIDED IN PARAGRAPH 16 HEREOF, UPON BORROWER'S BREACH OF ANY COVENANT OR AGREEMENT OF BORROWER IN THIS MORTGAGE, INCLUDING THE COVENANTS TO PAY WHEN DUE ANY SUMS SECURED BY THIS MORTGAGE, LENDER PRIOR TO ACCELERATION SHALL GIVE NOTICE TO BORROWER AS PROVIDED IN PARAGRAPH 12 HEREOF SPECIFYING: (1) THE BREACH; (2) THE ACTION REQUIRED TO CURE SUCH BREACH; (3) A DATE, NOT LESS THAN 10 DAYS FROM THE DATE THE NOTICE IS MAILED TO BORROWER, BY WHICH SUCH BREACH MUST BE CURED; AND (4) THAT FAILURE TO CURE SUCH BREACH ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE MAY RESULT IN ACCELERATION OF THE SUMS SECURED BY THIS MORTGAGE, FORECLOSURE BY JUDICIAL PROCEEDING, AND SALE OF THE PROPERTY. THE NOTICE SHALL FURTHER INFORM BORROWER OF THE RIGHT TO REINSTATE AFTER ACCELERATION AND THE RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDING THE NONEXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE OF BORROWER TO ACCELERATION AND FORECLOSURE. IF THE BREACH IS NOT CURED ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE, LENDER, AT LENDER'S OPTION, MAY DECLARE ALL OF THE SUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE WITHOUT FURTHER DEMAND AND MAY FORECLOSE THIS MORTGAGE BY JUDICIAL PROCEEDING. LENDER SHALL BE ENTITLED TO COLLECT IN SUCH PROCEEDING ALL EXPENSES OF FORECLOSURE, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF DOCUMENTARY EVIDENCE, ABSTRACTS AND TITLE REPORTS.

18. BORROWER'S RIGHT TO REINSTATE. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

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UNOFFICIAL COPY

CITIBANK, C/O CITICORP MORTGAGE, INC.
15851 CLAYTON ROAD-MS747
BALTIMORE, MISSOURI, 63011

(Space Below This Line Reserved For Lender and Recorder)

04002894

"OFFICIAL SEAL"
ALISON DAYOUNG
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION EXPIRES 04/27/98

[Signature]
Notary Public

My Commission expires:

Given under my hand and official seal, this 23RD day of NOVEMBER, 1994

personally known to me to be the same person whose name(s) IS _____ he subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that HE/S he signed and delivered the said instrument as HIS/HER free voluntary act, for the uses and purposes therein set forth.

AND EDWARD M. JANIAK
ANGELA JANIAK
I, _____ a Notary Public in and for said county and state, do hereby certify that

STATE OF ILLINOIS COOK County ss:

EDWARD M. JANIAK
-Borrower

-Borrower

-Borrower

ANGELA JANIAK
-Borrower

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

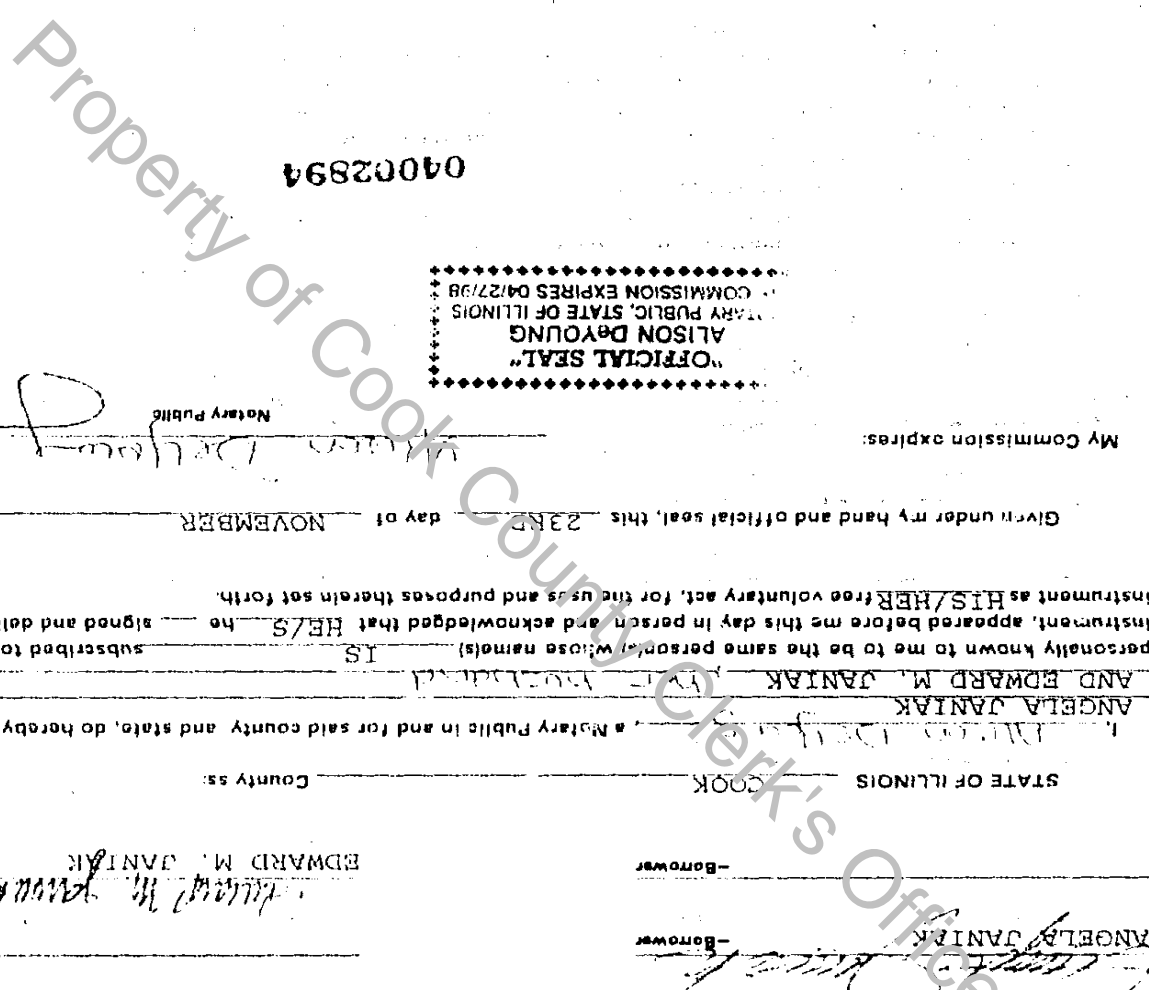
21. WAIVER OF HOMESTEAD: Borrower hereby waives all right of homestead exemption in the Property.

20. RELEASE: Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recording, if any.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

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