

THIS INSTRUMENT WAS PREPARED BY:

BARBARA J. LAUTH
ILLINOIS SAVINGS AND LOAN ASSOCIATION
A FEDERAL SAVINGS AND LOAN ASSOCIATION
1000 SPRING ROAD
SUITE 102
OAK BROOK,
ILLINOIS
60521

CITICORP SAVINGS

Corporate Office
One South Dearborn Street
Chicago, Illinois 60608
Telephone (1 312 577 8888)

MORTGAGE

Loan #89-00066800

THIS MORTGAGE ("Security Instrument") is made this **18TH** day of **OCTOBER** 19 **85** between the Mortgagor, **WILLIAM H RUMPF AND AUDRE L RUMPF HIS WIFE**

(herein "Borrower"), 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 60608 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of **THIRTY-THOUSAND AND 00/100** Dollars, which indebtedness is evidenced by Borrower's note dated **10/18/85** (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on **NOVEMBER 01 2015**

TO SECURE to Lender (a) 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, and (b) the repayment of any future advances, with interest thereon, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of **COOK**, State of Illinois

See Attached

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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which has the address of **7761 FORESTHILL LANE**
IL 60463 (herein "Property Address");

PALOS HEIGHTS

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, 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 (of the leasehold estate if this Mortgage is on a leasehold) as herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions issued in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

70-18-0208

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

- 1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments imposed by governmental bodies which may remain priority over the Security Instrument; (b) yearly leasehold payments or ground rents, if any; (c) yearly hazard insurance premiums; (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the "Funds" due on the basis of current data and reasonable estimates of future escrow items.
- 3. The Funds shall be held in an institution the deposits or accounts of which are insured or insured by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items, and Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument. If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due date of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.**
- 4. Upon payment of a full or all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, as later than immediately prior to the sale of the Property or the acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.**
- 5. Application as to Prepayments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to prepayed due.
- 6. Charges, Fees, Borrower's Costs, Expenses, and Leasehold Payments or Ground Rents.** If any, Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on which may remain priority over this Security Instrument, and leasehold payments or ground rents, if any, Borrower shall pay promptly to the person owed payment. Borrower shall promptly furnish to Lender receipts evidencing the payments.
- 7. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents, in good faith, the lien, or defends against enforcement of the lien in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may remain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice. If Borrower fails to satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice, Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to write a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.**
- 8. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.**
- 9. Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.
- 10. Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.
- 11. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.**
- 12. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.**
- 13. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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RECEIVED IN
BAD CONDITION

LOAD NUMBER: 23-37-300-101-1286 VOL. 152

EXHIBIT "A", ATTACHED TO AND HAVE A PART OF MORTGAGE DATED OCTOBER 18TH, 1905.

ONLY PART OF THE SAID TITLE, COMPREHENSIVE OF, AS SET FORTH IN SURVEY OF CERTAIN
LOTS OR PARTS THEREOF, BELONGING TO SAID TITLE, COUNTY OF COOK, VILLAGE
SUBDIVISION, BEING THE DIVISION OF THE SOUTH W 1/4 OF SECTION 36, TOWNSHIP
37 NORTH, RANGE 12E, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS, WHICH HERETOFORE WAS PARCELED, SAID SURVEY IS ATTACHED AS
EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM MADE BY BURNSIDE CONSTRUCTION
COMPANY, A CORPORATION OF ILLINOIS, RECORDED IN THE OFFICE OF THE RECORDER OF
DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 233732 AND CREATED BY DEED OF BURNSIDE
CONSTRUCTION COMPANY TO ELLIOTT L. AND MABEL SAGLEY AND RECORDED JANUARY 4,
1905 TOGETHER WITH THE UNDIVIDED INTEREST IN SAID PARCEL (EXCEPTING
FROM SAID PARCEL ALL THE PROPERTY AND SEASONS COMPREHENSIVE ALL THE UNITS, THEREOF
AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY).

ALSO

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE
DECLARATION OF EASEMENTS MADE BY BURNSIDE CONSTRUCTION COMPANY AND RECORDED
OCTOBER 25, 1905 AS DOCUMENT NUMBER 233732 AND CREATED BY DEED OF BURNSIDE
CONSTRUCTION COMPANY TO ELLIOTT L. AND MABEL SAGLEY AND RECORDED JANUARY 4,
1905 AS DOCUMENT NUMBER 233732 FOR DEEDS AND EASEMENTS IN COOK COUNTY, ILLINOIS.

PERMANENT TAX INDEX NUMBER: 23-37-300-101-1286 VOL. 152

MORTGAGOR'S ALSO HEREBY GRANTS TO THE MORTGAGEE, HIS SUCCESSORS AND ASSIGNS, AS
RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE
RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE
AFOREMENTIONED DECLARATION.

THIS MORTGAGE IS SUBJECT TO ALL LIENS, EASEMENTS, RESTRICTIONS, CONDITIONS,
COVENANTS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THROUGH
THE PROVISIONS OF SAID DECLARATION BEING RECEIVED AND OPERATED AT LENGTH
HEREIN.

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19. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration under paragraph 13 and 17 unless applicable law provides otherwise. This notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument. Lender may, at its option, elect to accelerate the sums secured by this Security Instrument prior to the date specified in the notice if the default is not cured on or before the date specified in the notice. Lender shall not be required to accelerate the sums secured by this Security Instrument if the default is not cured on or before the date specified in the notice and Lender elects not to accelerate the sums secured by this Security Instrument. Lender shall not be required to accelerate the sums secured by this Security Instrument if the default is not cured on or before the date specified in the notice and Lender elects not to accelerate the sums secured by this Security Instrument.

18. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration under paragraph 13 and 17 unless applicable law provides otherwise. This notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument. Lender may, at its option, elect to accelerate the sums secured by this Security Instrument prior to the date specified in the notice if the default is not cured on or before the date specified in the notice and Lender elects not to accelerate the sums secured by this Security Instrument. Lender shall not be required to accelerate the sums secured by this Security Instrument if the default is not cured on or before the date specified in the notice and Lender elects not to accelerate the sums secured by this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold, assigned or transferred) and Borrower is not a natural person or if Borrower enters into Articles of Agreement for deed or any agreement for installment sale of the Property, Lender shall not be required to accelerate the sums secured by this Security Instrument if the default is not cured on or before the date specified in the notice and Lender elects not to accelerate the sums secured by this Security Instrument.

16. Borrower's Copy. Borrower shall be given one confirmed copy of the Note and of this Security Instrument. If Lender exercises this option, Lender shall deliver or mail within which Borrower may, at its option, request immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located, in the event that any provision of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provision of this Security Instrument and the Note are declared to be severable.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property address or any other address designated by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address designated by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

13. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration under paragraph 13 and 17 unless applicable law provides otherwise. This notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument. Lender may, at its option, elect to accelerate the sums secured by this Security Instrument prior to the date specified in the notice if the default is not cured on or before the date specified in the notice and Lender elects not to accelerate the sums secured by this Security Instrument. Lender shall not be required to accelerate the sums secured by this Security Instrument if the default is not cured on or before the date specified in the notice and Lender elects not to accelerate the sums secured by this Security Instrument.

12. Loan Charges. If it has been secured by this Security Instrument is subject to a law which sets maximum loan charges and law is finally interpreted as that the interest or other than charges collected or to be collected in connection with the loan exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by retaining the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the remaining will be treated as a partial prepayment without any prepayment charge under the Note.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification or postponing the due date of the monthly payments referred to in paragraphs 1 and 2 or changing the amount of such payments, unless Lender and Borrower otherwise agree in writing, any applications of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or changing the amount of such payments. Lender shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refusal to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forborneance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, the amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

8. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration under paragraph 13 and 17 unless applicable law provides otherwise. This notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument. Lender may, at its option, elect to accelerate the sums secured by this Security Instrument prior to the date specified in the notice if the default is not cured on or before the date specified in the notice and Lender elects not to accelerate the sums secured by this Security Instrument. Lender shall not be required to accelerate the sums secured by this Security Instrument if the default is not cured on or before the date specified in the notice and Lender elects not to accelerate the sums secured by this Security Instrument.

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6. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration under paragraph 13 and 17 unless applicable law provides otherwise. This notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument. Lender may, at its option, elect to accelerate the sums secured by this Security Instrument prior to the date specified in the notice if the default is not cured on or before the date specified in the notice and Lender elects not to accelerate the sums secured by this Security Instrument. Lender shall not be required to accelerate the sums secured by this Security Instrument if the default is not cured on or before the date specified in the notice and Lender elects not to accelerate the sums secured by this Security Instrument.

5. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration under paragraph 13 and 17 unless applicable law provides otherwise. This notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument. Lender may, at its option, elect to accelerate the sums secured by this Security Instrument prior to the date specified in the notice if the default is not cured on or before the date specified in the notice and Lender elects not to accelerate the sums secured by this Security Instrument. Lender shall not be required to accelerate the sums secured by this Security Instrument if the default is not cured on or before the date specified in the notice and Lender elects not to accelerate the sums secured by this Security Instrument.

4. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration under paragraph 13 and 17 unless applicable law provides otherwise. This notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument. Lender may, at its option, elect to accelerate the sums secured by this Security Instrument prior to the date specified in the notice if the default is not cured on or before the date specified in the notice and Lender elects not to accelerate the sums secured by this Security Instrument. Lender shall not be required to accelerate the sums secured by this Security Instrument if the default is not cured on or before the date specified in the notice and Lender elects not to accelerate the sums secured by this Security Instrument.

3. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration under paragraph 13 and 17 unless applicable law provides otherwise. This notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument. Lender may, at its option, elect to accelerate the sums secured by this Security Instrument prior to the date specified in the notice if the default is not cured on or before the date specified in the notice and Lender elects not to accelerate the sums secured by this Security Instrument. Lender shall not be required to accelerate the sums secured by this Security Instrument if the default is not cured on or before the date specified in the notice and Lender elects not to accelerate the sums secured by this Security Instrument.

2. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration under paragraph 13 and 17 unless applicable law provides otherwise. This notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument. Lender may, at its option, elect to accelerate the sums secured by this Security Instrument prior to the date specified in the notice if the default is not cured on or before the date specified in the notice and Lender elects not to accelerate the sums secured by this Security Instrument. Lender shall not be required to accelerate the sums secured by this Security Instrument if the default is not cured on or before the date specified in the notice and Lender elects not to accelerate the sums secured by this Security Instrument.

1. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration under paragraph 13 and 17 unless applicable law provides otherwise. This notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument. Lender may, at its option, elect to accelerate the sums secured by this Security Instrument prior to the date specified in the notice if the default is not cured on or before the date specified in the notice and Lender elects not to accelerate the sums secured by this Security Instrument. Lender shall not be required to accelerate the sums secured by this Security Instrument if the default is not cured on or before the date specified in the notice and Lender elects not to accelerate the sums secured by this Security Instrument.

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of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. **Lender in Possession.** Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any costs collected by Lender or 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 Security Instrument.

21. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument with charge to Borrower, for reasonable costs of preparation and delivery of a release deed. Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's interest under this Security Instrument, such preparation and delivery of a release deed shall be without charge. Notwithstanding the foregoing Borrower shall pay all costs of recordation, if any.

22. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

23. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable boxes]

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) (specify)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

William H. Rumpf, Sr. *Audre L. Rumpf*
 WILLIAM H RUMPF, SR. AUDRE L RUMPF

SEE RIDERS ATTACHED HERETO AND MADE A PART HEREOF

STATE OF ILLINOIS, COOK County ss:

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that WILLIAM H RUMPF, AND AUDRE L RUMPF HIS WIFE

personally known to me to be the same Person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18 day of OCTOBER 1985
My Commission expires:

[Signature]
 Notary Public

(Space Below This Line Reserved for Lender and Recorder)

ACCOUNT NUMBER 00000666800

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CONDOMINIUM RIDER

CITICORP SAVINGS

Corporate Office
One South Dearborn Street
Chicago, Illinois 60604
Telephone (312) 977-8000

LOAN NO.: 00000666800

THIS CONDOMINIUM RIDER is made this 18TH day of OCTOBER, 1985 and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Deed to Secure Debt (herein "security instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to Citicorp Savings of Illinois, a Federal Savings and Loan Association (herein "Lender") and covering the Property described in the security instrument and located at 7761 FORESTHILL LANE PALOS HEIGHTS IL 60463

(Property Address)

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as Oak Hills Condominium I

(Name of Condominium Project)

(herein "Condominium Project").

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the security instrument, Borrower and Lender further covenant and agree as follows:

A. Assessments. Borrower shall promptly pay, when due, all assessments imposed by the Owners Association or other governing body of the Condominium Project (herein "Owners Association") pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project.

B. Hazard Insurance. So long as the Owners Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage" and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the premium installments for hazard insurance on the Property;

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied; and

(iii) the provisions in Uniform Covenant 5 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of Uniform Covenant 5. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the security instrument, with the excess, if any, paid to Borrower.

C. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any material amendment to the declaration, by-laws or code of regulations of the Owners Association, or equivalent constituent document of the Condominium Project, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or

(iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project.

D. Remedies. If Borrower breaches Borrower's covenants and agreements hereunder, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the security instrument, including, but not limited to, those provided under Uniform Covenant 7.

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider.

William H. Rumpf, Sr.
WILLIAM H RUMPF, SR.
Borrower

Audre L. Rumpf
AUDRE L RUMPF
Borrower

85 245 856

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Property of Cook County Clerk's Office

ADJUSTABLE RATE MORTGAGE RIDER

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CITICORP SAVINGS

Citicorp Savings of Illinois A Federal Savings and Loan Association

Tax Index #23-36-303-101-1286 Vol. 152

89- Loan Number: 00000666800

NOTICE: The Security Instrument secures a Note which contains a provision allowing for changes in the interest rate. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

This Rider is made this 18TH day of OCTOBER, 19 85, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Citicorp Savings of Illinois, A Federal Savings and Loan Association.

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 7761 FORESTHILL LANE, PALOS HEIGHTS, IL 60463

Property Address

MODIFICATIONS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Interest Rate and Monthly Payment Changes

The Note has an "Initial Interest Rate" of 11.50%. The Note interest rate may be increased or decreased on the FIRST day of the month beginning on NOVEMBER 1ST, 19 85 and on that day of the month every 120

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the: [Check one box to indicate Index:]

- (1) [X] The weekly average yield on United States Treasury securities adjusted to a constant maturity of 10 year(s), as made available by the Federal Reserve Board. In no event over the full term of the Note will the interest rate be increased more than 4.00 percentage points (4.00%) from the initial Rate of Interest. Before each Change Date the Note holder will calculate the new interest rate by adding percentage points (2.25%) to the Current Index. However, the rate of interest that is required to be paid shall never be increased or decreased on any single Change Date by more than 4.00 percentage points (4.00%) from the rate of interest currently being paid.

(2) [] Other:

If the Interest rate changes, the amount of Borrower's monthly payments will change as provided in the note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

B. Loan Charges

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Lender may choose to make this refund by reducing the principal I owe under the Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

C. Prior Liens

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. Transfer of the Property

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

*If more than one box is checked or if no box is checked, Lender and Borrower do not otherwise agree in writing, the first Index named will apply.

_____, (Seal) Borrower

_____, (Seal) Borrower

William H. Rumpf, Sr. (Seal) Borrower

Audre L. Rumpf (Seal) Borrower

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