THIS INSTRUMENT WAS PREPARED BY 801 DAVIS STREET /EVANSTON, ILLINOIS 60201

ADJUSTABLE RATE MORTGAGE

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### CITICORP SAVINGS

**Corporate Office** One South Dearborn Street Chicago, Illinois 60603 Telephone (1 312 977 5000) ACCT. 000692319

ANGLORY

THIS MORTGAGE ("Security Instrument") is made this 18TH day of JEFFREY E KARABAN A BACHELOR 19 Stetween the Mortgagor,

DECEMBER

85-333380

(herein "Borro ce"), 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 606 J3 (herein "Lender").

WHEREAS, Borrowsels indebted to Lender in the principal sum of ONE HUNDRED TWENTY-SIX THOUSAND EIGHT AUNDRED AND 00/100 Dollars, which indebtedness is evidenced by Borrower's (herein "Note"), providing for monthly installments of principal and interest, 12/18/83 note dated with the balance of the indebtedness, if not sooner paid, due and payable on JANUARY 01 2016

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 Porrower herein contained, and (b) the repayment of any future advances, with interest thereon, Borrower does hereby morte lee, grant and convey to Lender the following described property located in the County of

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, State of Illinor

300 Yr Unit 2324 in Lakewood Commons Condomirium Townhomes as delineated on Plat of Survey of the following describer real estate: All of Lots 1 and 2, a part of Lot 3 and a part of Lots 31 to 49, both inclusive, and that part of the East and West 16 foot alley lying South of an adjoining the South line of Lots 1, 2 and 3 and North of and adjoining the North line of Lot 49, in Block 3 14 George Ward's Subdivision of Block 12 in Sheffield's Addition to Chicago, in the Northwest 1/4 of Section 32, Township 40 North, Rarge 14, East of the Third Principal Meridian, all in Cook County, Illinois, which Plat of Survey is attached as Exhibit "D" to the Declaration of Condominium recorded December 10, 1985 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 85317473 togeth ... with its Rf. undivided percentage interest in the common elements.

Permanent Tax Number; 14-32-105-013-Vol. 492.

Mortgagor also hereby grants to the mortgages its successory and assigns, as rights and ensements appurtement to the above described real estate, the rights and ensements for the benefit of said property set forth in the Declaration of Condominium aforesaid.

This Mortgage is subject to all rights, comments, covenants, conditions, reatrictions and reservations contained in said Declaration the same as though teh provisions of said Declaration were receited and stipulated at length berein.

TOGETHER with all the improvements now or hereafter crected 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 seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencombered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, casements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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VCCT. 000692319 Chicago, Illinois 60603 Tolepinone (1.312.977.5000) Corporate Office

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Chicago, Illincis (0603 (herein ''Lender'). a corporation or ganized and existing under the laws of The United States, whose address is One South Dearborn Street, (herein "Borrower"), and the Mortgagee, Citicorp Savings of Illinois, a Federal Savings and Loan Association,

with the balance of the indefindences, if not sooner paid, due and payable on 8102 10 YAAUNAL ຸ pອງເເຊ ອາດຸມ (herein "Note"), providing for monthly installments of principal and interest. 58/31/21 THOUSAND EIGHT HUNDRED AND 00/100 Dollars, which indebiedness is evidenced by Borrower's WHEREAS. Or over is indebted to Lender in the principal sum of ONE HUNDRED TWENTY-SIX

To game? off it with interest thereon, Borrower does hel aby mortgage, grant and convey to Lender the following described property located of all other sums, with interest therew. Avanced in accordance herewith to protect the security of this Mortgage, and the performance of the security of the repayment of any future advances. TO SECURE to Lender (a) the repartment of the indebtedness evidenced by the Note, with interest thereon, the payment

inclusive, and that part of the East and lest 16 foot allev lying South All of Lots 1 and 2, a part of Lot 3 and a part of Lots 31 to 49, both Plat of Survey of the following described real estate: sio. 10 Since of Mile of the second common contract and the second common contract of the second common contract of the second common contract of the second contract of the second

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ADJUSTABLE RATE

UNOFFICIAL COPY UNIFORM COVENANTS: Borrower and Lender covenant and agree as follows: 1. Payment of Principal and Interest, Borrower shalo promptly pay when due the principal of and interest on the indebledness evidenced by the Note and any prepayment and line charges due under the Note. A start which are a many prepayment and line charges due under the Note. A start which are a start wh 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, unbut he Note is paid in fulls a sum (Funds ) equalitor <u>9</u> one-twelfth of: (a) yearly laxes and assessments imposed by governmental bodies which may altain priority over this Security Instrument: (b) yearly leasehold payments or ground rents on the Property, if any: (c) yearly hazard insurance premiums: (d) yearly mortgage insurance premiums, if any These items are called teserow items. Lender may estimate the Funds due on the basis of current data and reasonable estimates of luture escrow items. The Funde chall the bold in uninstitution the denosite or accounts of which are insured or fount an leed by all edera

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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, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total 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.

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 change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Nat a Wniver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower 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 refuse 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 forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the *ex relies* of any right or remedy.

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. Borrow r's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not ever te the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Try overly under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Unstrument; 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.

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

13. Legislation Affecting Lender's Rights. fe to timent or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unch orceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Essentiate and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the s eps specified in the second paragraph of paragraph 17.

19. If Lender exercises this option, Lender shall take the s eps specified in the second paragraph of paragraph 17. 14. Notices. Any notice to Borrower provided for in the Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of up ther method. The notice shall be directed to the Property Address or any other address Borrower designates 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 Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Eorower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be gove ned by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause 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 can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Not- and of 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 or the beneficial interest in Borrower (and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. Ac vever, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay at sums secured by this Security Instrument. If Borrower fulls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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18. Borrower's Right to Reinstate. If Borrower meets certain conditions. Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements: (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower, so bilgation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the so bilgations secured shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

19. Acceleration; Remedies, Lender shall give notice to Borrower prior to neceleration following Borrower's brench of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 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, 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 default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice successful and foreclosure to acceleration and specified in the default or any other defense of Borrower to acceleration and foreclosure. If the default or any other defense of Borrower to acceleration and foreclosure is not cured on or before the date specified in the notice. Lender at its option may require immediate payment in full

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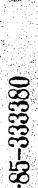
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Design and the foregoing Borrower shall pay all costs of recordation in any ALLENDER STINICE SETUNDER THIS (Security, Instrument, such preparation and delivery of astelense deed shall be without charge. uhaunivinerfederalsNational/Mortgruge Association or the Federal Home Loan Mortgage/Corporation/buy all or some of the with chargeted Borrower: for reasonable costs of preparation and delivery of a release deed. Borrower and Lender agree instrument, Lender Stall association of all secured by this Security Instrument. Lender shall release this Security Instrument

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ADJUSTABLE RATEUNOFFIC	ALCOPY
	00000692319 Loan Number:
NOTICE: The Security Instrument secures a Note which contains a in the interest rate will result in higher payments. Decreases in the ir	
This Rider is made this 18TH day of DECEMBER to amend and supplement the Mortgage, Deed of Trust, or Deed to s the undersigned (the "Borrower") to secure Borrower's Note to	85 , and is incorporated into and shall be deemed secure Debt (the "Security Instrument") of the same date given by
(the "Lender") of the same date (the "Note") and covering the prop 2300 N LAKEWOOD AVE 45324, CHICAGO,	perty described in the Security Instrument and located at IL 60614
Property MODIFICATIONS. In addition to the covenants and agreements may covenant and agree as follows:	
day of the month beginning on JANUARY 1ST month(s) thereafter. Changes in the interest ray ar governed by changes in an interest box to indicate index.]	
(1). $\Box$ The weekly average yield in United States Treasury secu available by the Federal Restive Board. In no event over the full term of any Note will the interes points ( 4,00%) from the Initial Rate of Inte Before each Change Date the Note Hold in will calculate the percentage points ( 2,25,5) to the Current I shall never be increased or decreased on any single Change ( 4,00%) from the rate of interest current	st rate he increased more than $4.00$ percentage erest, the new interest rate by adding $2.25$ index. However, the rate of interest that is required to be paid ge Date by more than $4.00$ percentage points
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	OU L
If the interest rate changes, the amount of Borrower's monthly painterest rate will result in higher payments. Decreases in the intere	ayments win change as provided in the Note. Increases in the est rate will crult in lower payments,
B. Loan Charges It could be that the loan secured by the Security Instrument is sul interpreted so that the interest or other loan charges collected or t limits, then: (i) any such loan charge shall be reduced by the amou any sums already collected from me which exceeded permitted lin refund by reducing the principal I owe under the Note or by maki reduction will be treated as a partial prepayment.	to be collected in connection with the loan exceed the permitted unt necessary to reduce the charge to the permitted limit; and (ii) nits will be refunded to m. The Lender may choose to make this

#### C. Prior Liens

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a line 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, and Lender and Borrower do not otherwise agree in writing, the first index named will apply.

- (Seal) FREY E KARABAN

\_\_\_ (Seal) --Borrower

-Borrower

— (Seal) – Borrower

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