

THIS INSTRUMENT WAS PREPARED BY:

HELEN DEANOVICH ONE NORTH DEARBORN STREET CHICAGO, ILLINOIS 60602

MORTGAGE

CITICORP SAVINGS

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

86405277

ACCOUNT NUMBER 000078531

THIS MORTGAGE ("Security Instrument") is given on SEFTEMBER 3RD, 1986. The mortgagor is (LOCKHART M SWIFT AND CAROL E SWIFT HIS WIFE

1300

("Borrower"). This Security Instrument is given to Citicorp Savings of Illinois, a Federal Savings and Loan Association, which is organized and existing under the laws of The United States, and whose address is One South Dearborn Street, Chicago, Illinois 60603. ("Lender"). Borrower owes? ender the principal sum of ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED AND 60/100 Dollars (U.S. \$ 112,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on OCTOBER 01 2016

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of no rober's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK.

State of Illinois.

THE WEST 40 FEET OF LOT 2 IN BLOCK 8 IN GROVELAND ADDITION TO WINNETKA BEING A SUBDIVISION OF THE EAST 70 AGRES OF THE NORTH WEST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13 EAST OF 182 THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

I.D. #05-20-114-009-0000

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

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which has the address of

1010 DAK ST

WINNETKA

Illinois

40093

("Property Address");

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 rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

any sums secured by a lion 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 (such as a proceeding in bankruptey, 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 Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the coverants and agreements contained in this later artigutes, probate, for condemnation or to enforcellays of Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforcellays of Lender's rights in the Property Lender agrees to the merger in writing.

ly with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless the Property, allow the Property to deteriorate or commit waste. It this Security Instrument is on a leastfuld. Borrower shall comp-Preservation and Maintenance of Property: Leaseholds. Burtower shall not descroy, deinage or aubstantially change

acquisition.

(y prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Properthe due date of the monthly payments referred to in paragraphs I and S or change the amount of the payments. If under paragraph

ty, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a ciaim, then Lender may sollect the proceeds not answer within 30 days and sold of the proceeds to proceeds. Lender may use the proceeds to restore the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone. Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessence. If the residence or repair is 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 Proper-secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Proper-

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to reversation or the may make proof of loss if not made promptly by Borrower.

premitums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance of detrand Lender Lender have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly git e. Prender all receipts of paid linite radno. L'asunia agaginor. 53. Emis a abutant linit inar tabna Lor aldunquas ad linite elawarat una estalion agantini liA

weding the insurance shall be maintained in the term "extended coverage" and any other leads. equives, The insurance carrier pro-surance. This insurance shall be maintained in the amounts and for the periods that Leads. equives, The insurance carrier pro-surance. This insurance shall be maintained in the amounts and for the periods that Leads. Or which Leads for which Leads for which Leads for the carrier pro-

S. Hazard insurance. Borrower shall keep the improvements now existir. 5 h reafter erected on the Property insured

ocios di more of the actions set forth above within 10 days of the giving of notes. attain priority over this Security Instrument, Lender may give Borrower a notit e id intifying the lien. Borrower shall satisfy the lien subordinating the Hen to this Security Instrument. If Lender determines that any part of the Property is sublect to a flen which may the lieus or forteiture of any part of the Property; or (c) secures from the low er of the tlen an agreement salisfactory to Lender oridefields against enforcement of the flen in, legal proceedings which in t. 🖍 "der's opinion operatio to provent the enforcement of Wiling to the payment of the obligation secured by the lien in a manner accorder to Lender; (b) contests in good faith the flen by Borrower shall promptly discharge any lien which has priority a ver this Security Instrument unless Borrower: (a) agrees in

rower makes these payments directly, Borrower shall promptly fur ilsh to Lender receipts evidencing the payments. person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this puragraph. If Borobligations in the manner provided in paragraph 2, or if not pa d in that manner, Borrower shall pay them on time directly to the 4. Chargest Liens. Borrower shall pay all taxes, as essments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and Property or ground rents, it any. Borrower shall pay these

amounts payable under paragraph 2; fourth, to int. rest due; and last, to principal due.

and 2 shall be applied: first to late charges due in er the Note; second, to prepayment charges due under the Note; third, to

3. Application of Payments. Unless application of Payments. Unless application of Payments. Unless application of Payments. the sums secured by this Security Instrument. prior 10 the sale of the Property or its acc dulifo, by Lender, any funds held by Lender at the of application as a credit against held by Lender I funden paragraph 19 ... ? Toperty is sold or acquired by Lender, Lender shall apply no large than immediately

Don payment in full of all aum, re rured by this Security Instrument, Lender shall promptly refund to Borrover any Funds, deficiency in one of more payment, as required by Lender.

by Lender is not sufficient to provide section stems when due, Bottower shall pay to Lender any amount necessary to make up these tion, either promptly repaid it 1 orrower or credited to Borrower on monthly payments of Eunds, Mitheramount of the Funds held. dates of the escrow tiems, anall acced the amount required to pay the escrow fems when due, the excess shall be, at Borrower's op-

Citie amount o the funds held by Lender, together with the future monthly payments of Funds payable prior to the dues pledged as additioned of anily for the sums secured by this Security Instrument.

of the Funds shower, or alits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are quired to pay Bortor er any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting terest on the cit de and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that in-terest on the cit de and applicable law permits Lender to make or applicable law requires interest to be palld then anal not be recharge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower inagency (including Lender it Lender is such an institution). Lender shall apply the Funds to pay the eserow items, Lender may not The runds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state

items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future rents on the Property, if any, (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These off. (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground 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

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Runds for Taxes and Insurance. "Subject to applicable law or to: a written waiver by Lender, Borrower shall pay to cipal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note: The principal of Principal and Inferest, Prepayment and Late Charges. Borrower shall promptly pay when due the prin-

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

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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.

8. 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.

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 for 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 fortion: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property in mediately 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, corrower falls 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 men due.

Unless Lender and Borrower otherwiss, gree 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 such payments.

10. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security astrament 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 of needy shall not be a winver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; John and Several Liab ally Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of cender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any 'sor ower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortagic, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally chilgried to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, 'notify, 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 loan 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 ionn exceed the permitted limits, 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 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 inviking a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable have not the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its ordern, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender

exercises this option. Lender shall take the steps specified in this second paragraph of pargraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by calive ing 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 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 Borrower or Lender when given as provided in this paragraph.

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 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 which 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 Note 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 or transferred 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. However, 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 all sums secured by this Security Instrument. If Borrower fails 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.

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's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no neceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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| its of each such rider shall be incorporated into and shall amend and supplement rument as if the rider(s) were a part of this Security Instrument. [Check applicable Condominium Rider Planned Unit Development Rider 2-4 Family Rider | Sequity Instrument, the covenants and agreement the covenants and agreement box(es) Adjustable Race Rider Craduated Payment Rider Other(s) [specify] |
| its Security Instrument, secured by this Security Instrument any recordation costs, instrument in the Property. If one or more riders are executed by Borrower and recorded together, with this It one or more riders are executed by Borrower and recorded together, with this if one or more riders are executed by Borrower and recorded together, with this | forneys frees, and then to the sums secured by the sums secured by the sums of the sums of the sums security. Solve were without charge to fortower. Borrower without charge to fortower wastranged. |
| and Lender further coverant and agree as follows: In give notice to Borrower prior to acceleration tollowing Borrower's breach of man (but not prior to acceleration index paragraphs 13 and 17 unless applicable ment (but not prior to acceleration under paragraphs 13 and 17 unless applicable in the default; (b) the action required to cure the default; (c) a date, not less than wer, by which the default must be cured; and (d) that failure to cure the default on this inc default on the time secured by this Security Instrument, foreclosure by notice shall further inform Borrower of the right-to-reliastate after acceleration and notice shall further inform Borrower of the right-to-reliastate after acceleration and rethe date specified in the notice. Lender at its option may require immediate payaliet appears a located in purating the remedias provided in the notice. Lender at its option with instrument by a fees and costs of the acceleration of the prior following judicial alet, Lender (in person, by agent or by judicially appointed following judicial alet, Lender (in person, by agent or by judicially appointed following judicial alet, Lender (in person, by agent or by judicially appointed following judicial alet, Lender (in person, by agent or by judicially appointed following to the receiver shall be applied first to payment of the costs of management of der or the receiver shall be applied first to payment of the costs of management of the not limited to, receiver's fees, premiums on receiver's bonds and reasonable at- | Acceleration; Remedies. Lender ships Security instructions, Remedies. Lender ships Security instructions any covenant or agreement in this Security instruction where the determines.) The notice is given to Borro 30, days from the date specified in the motice may respect the date specified in the rootice may respect the date specified in the proceeding and sale of the Property. The the cities of the proceeding in the foreclosure proceeding it is not cured on or before the right of all sums secured by this Security is ment in full of all sums secured by this Security is ment in full of all sums secured by this Security is ment in full of all sums secured by this Security is included by the contituent of the content in |

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