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THIS INSTRUMENT WAS PREPARED BY: **TABBIE DOOMAN**
1 NORTH DEARBORN STREET
CHICAGO, ILLINOIS 60602

MORTGAGE

CITICORP SAVINGS

Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone (1 312 877 5000)

86429624

ACCOUNT NUMBER 00000804765 \$15.00
COOK COUNTY RECORDER

200

0864650

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 10TH, 1986**. The mortgagor is **(SHELDON S TERMAN AND ROCHELLE A TERMAN HIS WIFE**

("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 Lender the principal sum of **SEVENTY-THOUSAND AND 00/100 Dollars (U.S. \$ 70,000.00)**. 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 2001**

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 Borrower'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**.

SEE RIDER ATTACJED

I.D. #17-03-114-003-1026

which has the address of **1212 N LAKE SHORE DRIVE #9B-N** **CHICAGO**
Illinois **60610** (Street) (City)
60610 ("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 seized 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.

15.00

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Any amount disbursed under the paragraph shall be considered a debt of the Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, interest from the date of disbursement at the rate and shall be payable, with interest, upon demand from Lender to Borrower requesting payment.

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and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees, whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations) then Lender may do and pay for Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or Lender's rights in the Property) agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and Lender agrees to the merger in writing.

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. 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

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change acquisition, prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property

the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the 30-day period will begin when the notice is given.

Instrument, whether or not then due. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security 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 settle a claim, then Lender may repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair of the

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall

viding the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. against loss by fire, hazard included within the term "extended coverage" and any other hazards for which Lender requires in- suring. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier pro-

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured or take one or more of the actions set forth above within 10 days of the giving of notice.

substantiating the lien to this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien obtain priority over this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may or detains against enforcement of the lien in, legal proceeding 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 writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Bor-

obligations in the manner provided in paragraph 2 or if not paid in that manner, Borrower shall pay them on time directly to the which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

3. Application of Payments. If the sums secured by this Security Instrument, 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 the sums secured by this Security Instrument.

prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds deficiency in one or more payments as required by Lender.

Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's op-

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower in- rest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that in-

agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state

escrow items. Lender may estimate the Funds due on the basis of current data and reasonable estimates of future items are called "escrow items," Lender may estimate the Funds due on the basis of current data and reasonable estimates of future

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 which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the prin- cipal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise.) The 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 foreclosure proceeding the non-existence of a 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, Lender at its option may require immediate payment in full 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 rents 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 without charge to Borrower. Borrower shall pay any recordation costs.

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 box(es)]

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Sheldon S Terman
—Borrower

Rochelle R Terman
—Borrower

SHELDON S TERMAN

ROCHELLE R TERMAN

SEE RIDERS ATTACHED HERETO AND MADE A PART HEREOF

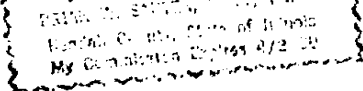
STATE OF ILLINOIS, KENDALL County ss:

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that

SHELDON S TERMAN AND ROCHELLE R TERMAN 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 free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 10TH day of SEPTEMBER, 19 86
My Commission expires:



Brian W. Suter
Notary Public

86429624

(Space Below This Line Reserved For Lender and Recorder)

ACCOUNT NUMBER 00000804765

BOX #165

CONDOMINIUM RIDER

Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone (1 312) 877-5000

LOAN NO.: 00000804765

THIS CONDOMINIUM RIDER is made this 10TH day of SEPTEMBER, 1986, 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 1212 N LAKE SHORE DRIVE #9B-N CHICAGO IL 60610

(Property Address)

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as 1212 LAKE SHORE DRIVE CONDOMINIUM

(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:

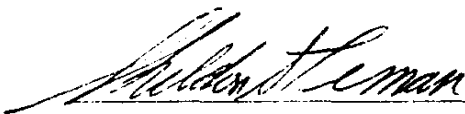
(i) the abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(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.

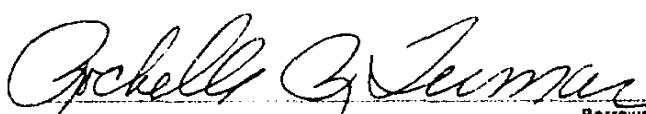
D. Remedies. If Borrower breaches Borrower's covenants and agreements hereunder, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the security instrument, including, but not limited to, those provided under Uniform Covenant 7.

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider.



SHELDON S TERMAN

—Borrower



ROCHELLE R TERMAN

—Borrower

—Borrower

—Borrower

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UNIT 9B-N AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"):

BEGINNING FOR THE SAME AT THE POINT WHERE THE WEST LINE OF LAKE SHORE DRIVE (200 FEET WIDE) INTERSECTS WITH THE SOUTH LINE OF SCOTT STREET (66 FEET WIDE) AND RUNNING THENCE ALONG THE WEST LINE OF LAKE SHORE DRIVE, SOUTH 192 FEET, 2-1/8 INCHES, THENCE NORTH AT AN ANGLE OF 88 DEGREES 17 MINUTES WEST, 122 FEET 9-1/2 INCHES, TO THE EAST LINE OF STONE STREET (66 FEET WIDE); THENCE ALONG THE EAST LINE OF STONE STREET, NORTH 122 FEET 1-3/4 INCHES, TO THE SOUTH LINE OF SCOTT STREET AFORESAID; AND THENCE ALONG THE SOUTH LINE OF SCOTT STREET, EAST 117 FEET 1-3/4 INCHES, TO THE POINT OF BEGINNING, BEING ALL OF LOTS NUMBERED 1 AND 2 IN LAWRENCE AND SYMONDS' SUBDIVISION OF LOTS 1 AND 2, AND THE NORTH 15 FEET OF LOT 3 IN BLOCK 8 IN H. O. STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO, THE SOUTH 25 FEET OF LOT 3, ALL OF LOT 4 AND THE NORTH 32 FEET OF LOT 5, ALL IN BLOCK 8 IN H. O. STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO, AFORESAID, AND ALL LAND DERIVED BY WAY OF ACCRETION, OR OTHERWISE, LYING EAST OF THE EAST LINES OF SAID LOTS, AS ORIGINALLY SUBDIVIDED, AND WEST OF THE WEST LINE OF LAKE SHORE DRIVE, AS NOW ESTABLISHED, ALL SITUATED IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION MADE BY LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NO. 36853, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 20892501, TOGETHER WITH AN UNDIVIDED .4816% INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY).

T.D. #17-03-114-001-1026

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MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS 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 RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

THIS RIDER IS ATTACHED TO AND MADE PART OF THIS MORTGAGE DATED THIS 10TH DAY OF SEPTEMBER, 1986 A.D..