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THIS INSTRUMENT WAS PREPARED BY: LYNN BAUTISTA  
ONE NORTH DEARBORN STREET  
CHICAGO, ILLINOIS 60602

## MORTGAGE

CITICORP SAVINGS

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

ACCOUNT NUMBER 000820654

THIS MORTGAGE ("Security Instrument") is made this 22ND  
19 86 between the Mortgagor, PAUL K HANEY AND  
SHELLEY E HANEY HIS WIFE

15<sup>00</sup>

(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 60603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of **FIFTY-ONE THOUSAND FIVE HUNDRED AND 00/100 Dollars**, which indebtedness is evidenced by Borrower's note dated 09/22/86 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on OCTOBER 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 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 RIDER\*\*

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1986 SEP 26 AM 10:50 86438708

RE TITLE AGENCY ORDER # C162229  
which has the address of 1560 F W WOODLAND  
(Street)  
IL (State and Zip) 60018  
(herein "Property Address"):

DES PLAINES  
(City)

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 seised 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 listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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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. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement as a condition of making the loan secured by this Security Instrument. If Lender requires 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.

7. Preneed or Leender's Rights in the Property: All rights in the property shall vest in the preneed or leender's heirs, executors, administrators, or assigns, and shall not be subject to any right of survivorship, unless otherwise provided by law.

6. Preservation of Intermediate Property Prior to the Acquisition; Leasehold, 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 lesseehold and free title.

Unless Lesnder and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed 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 Lesnder, Borrower's right to any insurance policies and proceeds from damage to the Property prior to the acquisition shall pass to Lesnder to the extent of the sums received by this Security.

lender, unless lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration of repair is economically feasible and lender's security is not lessened. If the restoration of repair is not economically feasible or lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due. The 30-day period will expire on the day sums secured by this Security Instrument, whether or not then due. The 30-day period will expire on the day sums secured by this Security Instrument, whether or not then due. The 30-day period will expire on the day sums secured by this Security Instrument, whether or not then due.

the payment shall promptly discharges any debt which has priority over this Security Instrument unless Borrower: (a) Agrees in writing to the payment of the obligation secured or the lien in a manner acceptable to Lender; (b) Consents in writing to the foreclosure of the lien or forfeiture of any part of the lien to secure the Property; or (c) Secures from the holder of the lien an agreement to transfer superriority to Lender superriority over this lien to this Secured Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Secured Instrument, Lender may give Borrower a notice identifying the lien or take one or more of the actions set forth above within 10 days of giving notice.

5. Hazard Insurance. Borrower shall satisfy the lien or take one or more of the actions set forth above within the term "extended coverage" and any other hazards for which Lender insures against loss by fire, hazards included within the term "extended coverage".

All insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance premiums and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender have the right to hold the policies until prompt notice to Lender all receipts of paid premiums and renewals notices. In the event of loss, Borrower shall give Borrower all carrier and shall provide the right to file a claim for the amount of the loss.

4. Charges Lems. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority instrument, and leasehold payments, if any. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority instrument, and leasehold payments, if any. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority instrument, and leasehold payments, if any. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority instrument, and leasehold payments, if any.

amounts necessary to make up the deficiency in one or more payments as required by Lender.  
Upon payment in full of 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 promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, any Funds held by Lender at the time of application for the sum so secured by this Security Instrument.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal agency if Lender is such an institution. Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, and shall account for verifying the escrow items. Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Unless to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made applicable law requires interest to be paid to the Funds, unless otherwise provided in the escrow items. Within one month after payment of the Funds, Lender shall give to Borrower, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due. Borrower shall pay to Lender any amount of the Funds held by Lender to pay the escrow items when due. If the Borrower's option, either promissory note or credit to Borrower on monthly payments of Funds, if the due dates of the escrow items, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be,

**1. Payment of Premiums, Borrows and Lender's interest.** Borrows shall pay premiums 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 taxes and insurance, 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 attain priority over this Security instrument; (b) yearly leasehold payments on the Property, 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.

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PARCEL 1: THE NORTH 78.41 FEET OF THE SOUTH 230.83 FEET OF THE WEST 79.79 FEET OF LOT 4, ALSO THE WEST 9.68 FEET (MEASURED ON THE NORTH LINE) OF LOT 4 (EXCEPT THE SOUTH 230.83 FEET THEREOF) ALL IN BLOCK 17 (SLOCUM BLOCK) IN PARK ADDITION TO DES PLAINES, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 16 AND SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ALSO PARCEL 2: EASEMENTS FOR INGRESS AND EGRESS AS SET FORTH IN THE DECLARATION OF EASEMENTS AND EXHIBIT "1" THERETO ATTACHED MADE BY LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 31, 1957 AND KNOWN AS TRUST NUMBER 18934, DATED JUNE 26, 1959 AND RECORDED AUGUST 20, 1959 AS DOCUMENT NUMBER 17635762 AND AS CREATED BY THE DEED FROM LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 31, 1957 AND KNOWN AS TRUST NUMBER 18984, TO FIRST FEDERAL HOMES, INCORPORATED, DATED MARCH 30, 1959 AND RECORDED OCTOBER 27, 1959 AS DOCUMENT NUMBER 17696227, IN COOK COUNTY, ILLINOIS.

I.D. #09-16-100-018-0000 *jr*

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.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS AND RESERVATIONS AS THOUGH THE PROVISIONS WERE RECITED AND STIPULATED AT LENGTH HEREIN.

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Property of Cook County Clerk's Office

000332408

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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 box(es)]

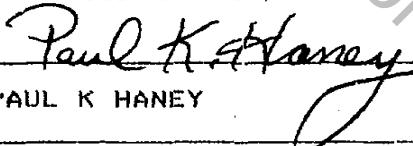
- Adjustable Rate Rider  
 Graduated Payment Rider  
 Other(s) (specify)

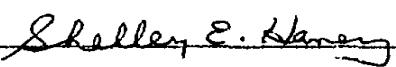
- Condominium Rider  
 Planned Unit Development Rider

- 2-4 Family Rider

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.

  
PAUL K HANEY  
Borrower

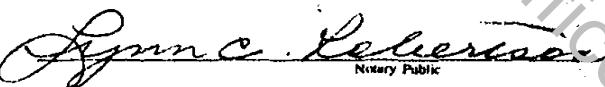
  
SHELLEY E. HANEY  
Borrower

STATE OF ILLINOIS, Cook County, state:

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that PAUL K HANEY AND SHELLEY E HANEY HIS WIFE

personally known to me to be the same Person(s) whose name(s) PAUL K HANEY AND SHELLEY E HANEY HIS WIFE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument AS HEREIN free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 22nd day of September, 1988.  
My Commission expires: 12/17/88

  
Lynn C. Leierse  
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

ACCOUNT NUMBER 00000820654

BOX #165

86438708

20132500

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19. **NON-UNIFORM COVENANTS.** Borrower and Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement contained 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 by which the default to cure the default; (c) (d) the failure to cure the default on or before the date specified in the notice may result in acceleration of the sum secured by this Security instrument, notwithstanding any provision to the contrary in this Agreement; (e) the date of acceleration; and (f) the date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (g) the date, not less than 30 days from the date the notice is given to Borrower, by which the default may be declared. Lender shall give notice to Borrower prior to acceleration as follows:

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, if all or any part of the Property or any interest in it is sold or transferred) to a third party, the transferor shall give Borrower notice of demand on Borrower to pay the amount of the transfer or sale to the transferee within thirty (30) days after the transfer or sale. If the transfer or sale is made by a natural person, the transferor shall give Borrower notice of demand on Borrower to pay the amount of the transfer or sale to the transferee within thirty (30) days after the transfer or sale. If the transfer or sale is made by a corporation, partnership, limited liability company, limited partnership, joint venture, trust, estate, association, or other entity, the transferor shall give Borrower notice of demand on Borrower to pay the amount of the transfer or sale to the transferee within thirty (30) days after the transfer or sale.

15. **Covering 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 violates any applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be written without the conflicting provision. To this end the provisions 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 in writing or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the property mortgaged in this Security Instrument or by delivery in person to Borrower at his address set forth above.

any provision of the Note or this Security instrument in any manner contrary to its terms, Lender, at its option, may require immediate payment 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 the second paragraph of paragraph 17.

12. **Loan Charges.** If the loan secured by this Security Instrument is subjected 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, 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 the permitted limits will be repaid to the Borrower. In either case, the reduction will be made by reducing the principal amount outstanding under the Note.

13. **Laws of Lenders' Right.** If an event or circumstance of application of applicable laws has the effect of rendering any prepayment charge under the Note:

11. Security Assessors and Assessing Board; Joint and Separate Liability; Co-signers. The covenants and agreements of this Agreement shall benefit the successors and assigns of Lender and Borrower, subject to the provisions of Section 17. Borrower's liability shall be joint and several. Any Borrower who co-signs this Security Agreement shall be liable to joint and several liability for all obligations of this Security Agreement and shall be entitled to the same rights or remedies.

Unless Lender and Borrower otherwise agree in writing, any applications of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 of clause 10 of this Note by more than 30 days without the consent of the Lender.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemned 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, in its option, either to restoration or repair of the Property or to the sum secured by this Security Instrument, whether or not then due.

In the event of a claim or action against us in respect of any property, the proceeds of which are applied to discharge such a claim or action, we shall be entitled to receive the amount so paid by us.

9. **Condemednation.** The proceeds of any award of the Property, or for conveyance in lieu of condemnation, are hereby assiged and shall be paid to Leander.

**ADJUSTABLE RATE  
MORTGAGE RIDER****UNOFFICIAL COPY**86438708 CITICORP SAVINGS  
Citicorp Savings of Illinois  
A Federal Savings and Loan Association

Loan Number: 00000820654

**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 22ND day of SEPTEMBER , 1996 , 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

1560 F W WOODLAND, DES PLAINES, IL 60018

**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 10.375 %. The Note interest rate may be increased or decreased on the 1ST day of the month beginning on OCTOBER 1ST , 1996 and on that day of the month every 120 month(s) thereafter.

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)  \* 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 4.875 percentage points ( 4.875 %) from the Initial Rate of Interest.

Before each Change Date the Note Holder will calculate the new interest rate by adding 2.25 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, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.

Paul K. Haney \_\_\_\_\_ (Seal)  
PAUL K. HANEY  
\_\_\_\_\_  
Borrower

Shelley E. Haney \_\_\_\_\_ (Seal)  
SHELLEY E. HANEY  
\_\_\_\_\_  
Borrower

SHELLEY E. HANEY \_\_\_\_\_ (Seal)  
\_\_\_\_\_  
Borrower

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

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