

Box 165

UNOFFICIAL COPY

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

MORTGAGE

CITICORP SAVINGS

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

86569436

ACCOUNT NUMBER 000636300

THIS MORTGAGE ("Security Instrument") is made this 10 day of SEPTEMBER 19 88 between the Mortgagor, KATHRYN FULLER ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ MARRIED TO NEIL ELLIOTT ✕

** Signed Solely for the purpose of waiving homestead rights, 360*
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 **SEVENTY-ONE THOUSAND ONE HUNDRED AND 00/100** Dollars, which indebtedness is evidenced by Borrower's note dated 10/30/88 (herein "Note") providing for monthly installments of principal and interest with the balance of the indebtedness if not sooner paid, due and payable on NOVEMBER 01 2018

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:

PARCEL 1: UNIT NO. B IN 2425 WEST LUNT CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 40 AND THE WEST 10.0 FEET OF LOT 41 IN BLOCK 17 IN NATIONAL CITY REALTY COMPANY'S FOURTH ADDITION TO ROBERTS PARK MANOR, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH AND SOUTH OF THE INDIAN BOUNDARY LINE IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 25099305, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.
PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE NO. F-B, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID AS DOCUMENT NO. 25099305.

I.D. #10-36-218-044-1002 **88**

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, ALL RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN 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.

which has the address of 2425 WEST LUNT + B CHICAGO

IL. CASE # 60645 (herein "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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage, and all of the foregoing, together with said property, of the leasehold estate if this Mortgage is on a leasehold, as herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate therein 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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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 a prior to an inspection in writing and shall give Borrower notice at the time of an inspection.

7. 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.

6. Protection of Lender's Rights in the Property: Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property.

5. Hazard Insurance. Borrower shall keep the improvement now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonable with held.

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

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first to late charges due under the Note; second, to prepayment charges due under as a credit against the sum secured by this Security Instrument.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one month of (a) yearly taxes and assessments imposed by governmental bodies which may attach priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property; if any; (c) yearly hazard insurance premiums (all 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.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note and any prepayment and late charges due under the Note.

6. Preservation and Maintenance of Property: Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall merge unless Lender agrees to the merger in writing.

5. Hazard Insurance. Borrower shall keep the improvement now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonable with held.

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5. Hazard Insurance. Borrower shall keep the improvement now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonable with held.

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

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first to late charges due under the Note; second, to prepayment charges due under as a credit against the sum secured by this Security Instrument.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one month of (a) yearly taxes and assessments imposed by governmental bodies which may attach priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property; if any; (c) yearly hazard insurance premiums (all 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.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note and any prepayment and late charges due under the Note.

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ADJUSTABLE RATE MORTGAGE RIDER

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CITICORP SAVINGS
Citicorp Savings of Illinois
A Federal Savings and Loan Association

Loan Number 00000838300

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 30TH day of OCTOBER, 1982, 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

2425 WEST LUNT ST. CHICAGO, IL 60645

By party's 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 7.625%. The Note interest rate may be increased or decreased on the FIRST day of the month beginning on NOVEMBER 1ST, 1982 and on that day of the month every 12 month(s) thereafter.

Changes in the interest rate shall be determined by changes in an interest rate index called the "Index". The Index is the [Check one box to indicate Index.]

(1) [X] The weekly average yield on United States Treasury securities of the same constant maturity of 1 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 by more than 6.625 percentage points. Before each Change Date the Note Holder shall have the option to increase the interest rate by 2.00 percentage points. The Change Index shall never be increased by more than 2.00 percentage points 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 laws which set maximum loan charges and that laws so interpreted so that the interest or other loan charges collected on the loan exceed the permitted limits, then (1) any such loan charge shall be reduced by the amount necessary to reduce the charges to the permitted limits, and (2) 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 owed 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 provide, at his expense, a lien as provided in paragraph 4 of the Security Instrument, or shall promptly execute an agreement in writing 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 the monthly payment, or (3) an increase in the amount of any one interest rate change (if there is a limit), or (4) 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:

[Signature] (Seal) Borrower

*If more than one box is checked, or if no box is checked, and Lender and Borrower don't otherwise agree in writing, the first index named will apply.

MATHEW J. SULLIVAN (Seal) Borrower

[Signature] (Seal) Borrower

[Signature] (Seal) Borrower

0816999

CONDOMINIUM RIDER

ACCOUNT NUMBER 000838300

UNOFFICIAL COPY

CITICORP SAVINGS

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

THIS CONDOMINIUM RIDER is made this 30TH day of OCTOBER 1986
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (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 and covering the Property
described in the Security Instrument and located at 2425 WEST LUNT #B
CHICAGO, IL 60645

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project
known as 2425 WEST LUNT CONDOMINIUM

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the
"Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also
includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium
Project's Constituent Documents. The Constituent Documents are the (i) Declaration or any other document which
creates the Condominium Project, (ii) by-laws, (iii) code of regulations, and (iv) other equivalent documents. Borrower shall
promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a
"master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance
coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included
within the term "extended coverage," then:

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

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property
is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required 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 proceeds payable to Borrower are hereby assigned and shall be
paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners
Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in
connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common
elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds
shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

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

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination
required 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 amendment to any provision of the Constituent Documents if the provision is for the express benefit of
Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association;

or
(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by
the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them.
Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

[Handwritten signature of Kathryn Sullivan]

KATHRYN SULLIVAN

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UNOFFICIAL COPY

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 of a 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 accept the offer 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 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 Not a Waiver. 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 successor in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 successor in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Cosigners. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who cosigns this Security Instrument but does not execute the Note, as cosigner of this Security Instrument, only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument, is not personally obligated to pay the sums secured by this Security Instrument, and 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 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 loan exceed the permitted limits of that law, any such charges shall be reduced by the amount necessary to reduce the charge to the permitted limit, and any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may also, to make its remaining loan and the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment with all any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If a statute or executive or applicable law has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may make any remedies permitted by paragraph 10. If Lender exercises this option, Lender shall have the right specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of other means. 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 here 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 of any part of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect the enforceability of this Security Instrument or the Note which can be given effect with all the conflicting provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one copy of the original and one copy 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 therein 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 or Declaration and agreement to sell all or any part of the Property or the beneficial interest in Borrower, and Borrower is not a natural person, or with 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 Lender exercises no remedy by this law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall give 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 do so, then, as of the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument with or without further notice to Borrower.

18. Borrower's Right to Reinstate. If Borrower ceases to make payments, Borrower shall have the right to have enforcement of this Security Instrument discontinued if, upon application to the court, within 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 the 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, including expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees and all lawyers' such 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; (c) this Security Instrument and the obligations secured hereby 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 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). 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 foreclosure proceeding the nonexistence 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

86569436

PROPERTY OF COOK COUNTY CLERK'S OFFICE

ACCOUNT NUMBER 00000839300

BOX #165

86569A36

Space Below This Line Reserved For Lender and Recorder

Given under my hand and official seal, this 30th day of November, 1987

My Commission expires: November 1, 1987
signed and delivered the said instrument as free and voluntary and for the uses and purposes therein set forth

personally known to me to be the same Person(s) whose name(s) Neil Elliott subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that Neil Elliott do hereby certify that NEIL ELLIOTT MARRIED TO KATHRYN SULLIVAN AND a Notary Public in and for said county and state.

STATE OF ILLINOIS, County ss:

SEE RIDERS ATTACHED HERETO AND MADE A PART HEREOF

THIS DOCUMENT IS EXECUTED BY NEIL ELLIOTT NOT AS MORTGAGOR BUT SOLELY FOR THE PURPOSE OF EXPRESSLY MAINTAINING HOMESTEAD RIGHTS AND MARITAL RIGHTS AS HEREIN PROVIDED.

Neil Elliott
KATHRYN SULLIVAN
IN WITNESS WHEREOF, Borrower has executed this Mortgage

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.

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

(Check applicable boxes.)
 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.