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Mail Date 12/10/86

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THIS INSTRUMENT WAS PREPARED BY: *Mary*
DEBBIE BROOKS
ONE NORTH DEARBORN STREET
CHICAGO, ILL. 60602

ADJUSTABLE RATE MORTGAGE

CITICORP SAVINGS

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

ACCOUNT #000868133

THIS MORTGAGE ("Security Instrument") is made this 10TH day of DECEMBER 19 86, between the Mortagor, ROBERT H WEISSBOURD AND MARIE ELIZABETH WEISSBOURD HIS WIFE

86599040

(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 TWO HUNDRED THIRTY-TWO THOUSAND AND 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated 12/10/86 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on JANUARY 01 2017

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 RIDER ATTACHED

which has the address of 2412 N HUDSON #A
IL 60614 (herein "Property Address")

CHICAGO

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 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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NON-UNIFORM COVENANTS. Restrictions and covenants which do not affect all lots equally as follows:

18. Borrower's Right to Remodel. If Borrower fails to remodel or repair his property as required by this Section, Lender may invoke his right to require Borrower to do so at Borrower's expense. If Borrower fails to do so within ten days after notice from Lender, Lender may hire someone else to do the work and charge Borrower the reasonable cost of such work. If Borrower fails to pay Lender the amount paid, Lender may deduct the amount paid from any sums due Borrower.

16. Borrower shall be given one copy of the Note and of this Security Instrument.
17. Borrower or his heirs, executors, administrators, successors and assigns shall be liable for all of the Properties of any kind of the Borrower.

13. *Liberation Afterlife*. Rightly, it seems, to a number of people, this was the effect of reading

II. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The co-venturers and jointuremen of this Securing instrument shall bind and constrain the successors and assigns of Lender and Borrower, subject to the provisions of this paragraph 12. Borrower's successors and assigns shall be bound and constrained to pay and discharge all debts and obligations due from Borrower to Lender and to pay and discharge all debts and obligations due from Borrower to Securing instrument. Any Borrower who signs this Securing instrument but does not execute the Note, or is co-signing this Securing instrument only to endorse, retain and convey the Borrower's interest in the Securing instrument, shall be liable only for his/her proportionate share of the debts and obligations of Borrower to Lender and to Securing instrument.

members of our church do, which they excess paid to Bottemore in the event of a general taking of the Property, unless Bottemore by (5) the time selected value of the Property immediately recoups the damage. Any balance shall be paid to Bottemore.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with condemnation of any part of the Property, or for conveyance made in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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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

Condominium Rider

2-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Other(s) [Specify]

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.

Robert M. Weissbound
ROBERT M WEISSBOURD

Marije E. Weissbound
MARIE ELIZABETH WEISSBOURD

SEE RIDERS ATTACHED HERETO AND MADE A PART HEREOF

COOK COUNTY RECORDS

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CONDOMINIUM RIDER

ACCOUNT #000868133

CITICORP SAVINGS

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

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THIS CONDOMINIUM RIDER is made this 10TH day of DECEMBER 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: 2112 N HUDSON #A, CHICAGO ILLINOIS 60614

Property Address

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

2112 N HUDSON CONDOMINIUM

Name of Condominium Project

(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;

Lender:
(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of

(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.

ROBERT M WEISSBOURD

MARIE ELIZABETH WEISSBOURD

86560000

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LAND TITLE CO. #100962-C1 A. Babic 2

Parcel_1:

The South 24.00 feet of the West 51.44 feet of the East 115.34 feet (except therefrom the East 3.50 feet of the South 6.0 feet thereof) of Lots 13, 14 and 15 taken as a tract in G. H. Thomas' Subdivision of Lot 14 in the Subdivision of Block 21 (except the North 366 feet of the West 188.35 feet) in Canal Trustees' Subdivision of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Parcel_2:

Easements as set forth in Declaration recorded as Document 20686302 over the West 11.90 feet of the East 63.50 feet of the North 64.60 feet of the South 70.50 feet; the South 6.0 feet of the West 18.90 feet of the East 57.40 feet; that part lying North of the South 70.50 feet and that part of the South 70.50 feet lying West of the East 115.34 feet, all being part of Lots 13, 14 and 15 taken as a tract in G.H. Thomas' Subdivision of Lot 14 in the Subdivision of Block 21 (except the North 366 feet of the West 188.35 feet) in Canal Trustees' Subdivision of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

I.D. #14-33-123-057

D-V-D SB.

MORTGAGOR ALSO HEREBY GRANTS TO 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 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 DECEMBER 1986, A.D..

04066598

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

Loan Number: 66000868133

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 **10TH** day of **DECEMBER**, **19 86**, 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
2412 N HUDSON AVE, CHICAGO, IL 60614

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 **7.625%**. The Note interest rate may be increased or decreased on the **FIRST** day of the month beginning on **JANUARY 1ST**, **19 89** and on that day of the month every **12** 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 of United States Treasury securities adjusted to a 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 more than **6.625%** percentage points (**6.625%**) from the Initial Rate of Interest.
Before each Change Date the Note Holder will calculate the new interest rate by adding **2.75** percentage points (**2.75**) 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 **2.00** percentage points (**2.00%**) 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

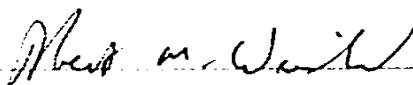
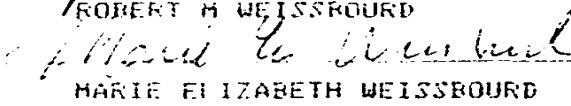
If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of 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.


ROBERT H. WEISSBOURD(Seal)
Borrower
MARIE ELIZABETH WEISSBOURD(Seal)
Borrower(Seal)
Borrower(Seal)
Borrower

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Property of Cook County Clerk's Office

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