

UNOFFICIAL COPY

8 6 6 1 5 3 3

THIS INSTRUMENT WAS PREPARED BY:

MORTGAGE

86616853

CITICORP SAVINGS

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

Mail to: Box 77

THIS MORTGAGE ("Security Instrument") is made this 18TH day of DECEMBER 19 86 between the Mortgagor, EUGENE J LENZI AND ANTOINETTE LENZI HIS WIFE

(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 THREE HUNDRED THOUSAND AND 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated 12/18/86 (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

DEPT-01 RECORDING \$19.00
T#4444 TRAN 0975 12/24/86 11:07:00
#0985 # D *-B4-4 16853
COOK COUNTY RECORDER

SEE RIDER ATTACHED

86616853

which has the address of 641 WEST WILLOW #133 (Street) CHICAGO (City)
Illinois and Zip Code 60614 (herein "Property Address"):

86-616853

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.

1900

STI 80-54520/80-108

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

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.

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 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; (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.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items, unless Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument. If the amount of the Funds held by Lender, 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, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Lump 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 apply, no later than immediately 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 the sums secured by this Security Instrument.

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 the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Loans.** Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property which may attach priority over the Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in 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, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent satisfaction to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over this Security Instrument, Lender may give Borrower a notice identifying the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent satisfaction to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Property damaged. If the restoration or repair is economically feasible and Lender's security is not lessened, if the Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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 not merge unless Lender agrees to the merger in writing.

7. **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), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection and specify the reasons therefor to the inspection.

86616853

UNOFFICIAL COPY

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.

EUGENE J LENZI
Borrower

ANTOINETTE LENZI
Borrower

SEE RIDERS ATTACHED HERETO AND MADE A PART HEREOF

STATE OF ILLINOIS, COOK County ss.

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that EUGENE J LENZI AND ANTOINETTE LENZI 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 18th day of December, 1980.
My Commission expires:

Gail Albert
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

ACCOUNT NUMBER 00000851360

BOX #165

86616853

UNOFFICIAL COPY

is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full preceding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice 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 default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default and 17 unless applicable law provides otherwise). This notice shall specify: (a) the default; (b) the action required to breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

shall not apply in the case of acceleration under paragraphs 13 or 17. Obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured including, but not limited to, reasonable attorneys' fees, and (d) takes such action as Lender may reasonably require to assure (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including all sums which would be due under this Security Instrument and the Note had no acceleration occurred; (a) Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this enforcement of this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have any remedies permitted by this Security Instrument without further notice or demand on Borrower. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke by this Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. Lender shall not be exercised by Lender if exercised by federal law as of the date of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold, assigned or transferred) and Borrower is not a natural person) or if Borrower enters into Articles of Agreement for Deed or any agreement for installment sale of the Property or the beneficial interest in Borrower (and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercised by federal law as of the date of this Security Instrument.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument. Borrower shall be given one conformed copy of the Note and of this Security Instrument. To this end the provision of this Security Instrument and the Note can be given effect without the conflicting provision. In the event that any provision of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which are declared to be severable.

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 this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which are declared to be severable.

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 another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

13. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws 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 invoke any remedies permitted by paragraph 17. 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 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 charge to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing 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 without any prepayment charge under the Note.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** 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 co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) 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.

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 successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify or preclude the exercise of any right or remedy. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of Borrower's successors in interest.

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

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 successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify or preclude the exercise of any right or remedy. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of Borrower's successors in interest.

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

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

86616853

THIS CONDOMINIUM RIDER is made this 18TH day of DECEMBER, 19 86, 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: 641 WEST WILLOW #133 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:

(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;


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

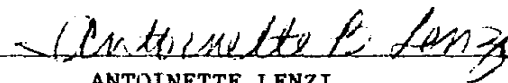
(iii) termination of professional management and assumption of self management of the Owners Association; or

(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.


EUGENE J. LENZI
-Borrower


ANTOINETTE LENZI
-Borrower

86616853

-Borrower

-Borrower

Loan Number: 00000851360

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 18TH day of DECEMBER, 1986, 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 641 WEST WILLOW #133, 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 9.75%. The Note interest rate may be increased or decreased on the FIRST day of the month beginning on JANUARY 1ST, 19 97 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) [X] 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 5.75 percentage points (5.75%) from the Initial Rate of Interest. Before each Change Date the Note Holder will calculate the new interest rate by adding 2.50 percentage points (2.50%) 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.

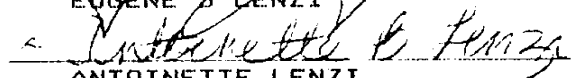
By signing this, Borrower agrees to all of the above.

*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.

(Seal) Borrower

(Seal) Borrower


EUGENE J. LENZI
(Seal) Borrower


ANTOINETTE LENZI
(Seal) Borrower

86616853

UNOFFICIAL COPY

EXHIBIT "A"

PARCEL 1:

Unit No. 133 in City Commons Condominium as delineated on a survey of the following described real estate:

The East 50 Feet of the West Half of Lot 1 in Block 1 in Sheffield's Addition to Chicago in Section 33, Township 40 North, Range 14 East of the Third Principal Meridian.

Also, Lots 1 through 10, inclusive, in Schreiber's Subdivision of the West Half of Lot 1 (Except the East 50 Feet thereof) in Block 1 in Sheffield's Addition to Chicago, aforesaid.

Also, Lots 10, 11 and 12 (Except that Part of Lot 10 Taken for Vine Street) in Boettcher's Subdivision of the East Half of Lot 1 in Block 1 in Sheffield's Addition to Chicago.

Also, Lots 1, 2 and 3 in Commissioner's Partition of the West Half of Lot 2 in Block 1 in Sheffield's Addition to Chicago, aforesaid.

Also, Lots 1, 2, 3 and 4 in Assessor's Division of the West Half of Lots 1 and 4 in Block 1 in Sheffield's Addition to Chicago, aforesaid.

Also, Lots 3, 14, 15, 16, 17, 34 and 35 (Except the South 22 Feet of Said Lot 35) in the Subdivision of the East Half of Lots 2, 3 and 4 (Except the South 82 Feet of the East 100 Feet Thereof) in Block 1 in Sheffield's Addition to Chicago, aforesaid, all in Cook County, Illinois; which survey is attached as Exhibit A to the Declaration of Condominium Ownership recorded as Document 86036613; as amended by that certain First Amendment to the Declaration of Condominium Ownership recorded May 28, 1986 as Document 86212048; as amended by that certain Second Amendment to the Declaration of Condominium Ownership recorded June 4, 1986 as Document 86224263; as amended by that certain Third Amendment to the Declaration of Condominium Ownership recorded June 20, 1986 as Document 86252755; and as amended by that certain Fourth Amendment to the Declaration of Condominium Ownership recorded August 25, 1986 as Document 86372674; and as amended by that certain Fifth Amendment to the Declaration of Condominium Ownership recorded September 11, 1986 as Document 86409173; together with its undivided percentage interest in the common elements.

PARCEL 2:

The exclusive use of Garden No. 133, a limited common element, for Unit 133 as delineated on survey which is attached as Exhibit "A" to the aforesaid Declaration of Condominium.

86616853

UNOFFICIAL COPY

PARCEL 3:

The exclusive use of Roof Deck No. 133, a limited common element, for Unit 133 as delineated on survey which is attached as Exhibit "A" to the aforesaid Declaration of Condominium.

Party of the first part also hereby grants to parties of the second part, their 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, and party of the first part reserves to itself its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein and the right to grant said rights and easements in conveyances and mortgages of said remaining property.

.....

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 THE MORTGAGE DATED
THIS 18TH DAY OF DECEMBER 1988, A.D.

86616853

UNOFFICIAL COPY

3 6 8 1 6 0 5 3

98

Permanent Tax Numbers:

14-33-313-003, Volume 495
(Affects Lot 3 in Schreiber's Subdivision.)

14-33-313-002, Volume 495
(Affects Lot 6 in Schreiber's Subdivision.)

14-33-315-001, Volume 495
(Affects Lot 7, 8, 9 and 10 in Schreiber's Subdivision.)

14-33-313-048, Volume 495
(Affects the North 1/2 of Lot 3 in the Subdivision of the East 1/2 of Lots 2, 3 and 4 (except the South 82 feet of the East 100 feet thereof) in Block 1 in Sheffield's Addition.)

14-33-313-049, Volume 495
(Affects the South Half of Lot 3 in Subdivision of the East 1/2 of Lots 2, 3 and 4 (except the South 82 feet of the East 100 feet thereof) in Block 1 in Sheffield's Addition.)

14-33-315-050, Volume 495
(Affects the North 27 feet of Lot 14 in Subdivision of the East 1/2 of Lots 2, 3 and 4 (except the South 82 feet of the East 100 feet thereof) in Block 1 in Sheffield's Addition.)

14-33-315-051, Volume 495
(Affects the South 23 feet of Lot 14 and the North 10-9/12 feet of Lot 15 in Subdivision of the East 1/2 of Lots 2, 3 and 4 (except the South 82 feet of the East 100 feet thereof) in Block 1 in Sheffield's Addition.)

14-33-315-053, Volume 495
(Affects Lot 16 in Subdivision of the East 1/2 of Lots 2, 3 and 4 (except the South 82 feet of the East 100 feet thereof) in Block 1 in Sheffield's Addition.)

14-33-315-069, Volume 495
(Affects Lots 1, 2 and 3 in the Commissioner's Partition.)

14-33-315-014, Volume 495
(Affects the West 200 feet of Lots 1 and 2 in the Assessor's Division.)

14-33-315-037, Volume 495
(Affects Lot 1 (except the West 200 feet) and the North 11 feet (except the West 200 feet) of Lot 2 in the Assessor's Division.)

86616853

UNOFFICIAL COPY

0 6 6 1 6 5 3

- 14-33-315-015, Volume 495
(Affects the West 200.5 feet of Lot 3 in the Assessor's Division.)
- 14-33-315-016, Volume 495
(Affects the West 200.5 feet of Lot 4 in the Assessor's Division.)
- 14-33-315-003, Volume 495
(Affects Lot 5 in Schreiber's Subdivision.)
- 14-33-315-006, Volume 495
(Affects Lot 2 in Schreiber's Subdivision.)
- 14-33-315-007, Volume 495
(Affects Lot 1 in Schreiber's Subdivision.)
- 14-33-315-008, Volume 495
(Affects the East 50 feet of the West 1/2 of Lot 1 in Block 1 in Sheffield's Addition.)
- 14-33-315-009, Volume 495
(Affects Lot 12 in Boettcher's Subdivision.)
- 14-33-315-010, Volume 495
(Affects Lot 11 and part of Lot 10 in Boettcher's Subdivision.)
- 14-33-315-038, Volume 495
(Affects the East 96.5 feet (except the North 11 feet) of Lot 2 in the Assessor's Division.)
- 14-33-315-039, Volume 495
(Affects the East 96.5 feet of Lots 3 and 4 in the Assessor's Division.)
- 14-33-315-052, Volume 495
(Affects Lot 15 in Boettcher's Subdivision.)
- 14-33-315-054, Volume 495
(Affects Lot 17 in Boettcher's Subdivision.)
- 14-33-315-055, Volume 495
(Affects Lot 34 in Boettcher's Subdivision.)
- 14-33-315-097, Volume 495
(Affects the North 11 feet of Lot 35 in Boettcher's Subdivision.)
- 14-33-315-004, Volume 495
(Affects Lot 4 in Schreiber's Subdivision.)