

UNOFFICIAL COPY

CITICORP SAVINGS FORM 0820 D PAGE 1

5

Borrower's co-signants 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 in a schdule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

TOGETHER with all the departmental meetings now or heretofore convened on the basis of the leasehold arrangements, it is the desire of the management to refer to us the "Proprietary".

11. **Property Address:** *(Please indicate address)*

(403)

which Survey is attached as Exhibit B to the Declaration of Commisioners, Illinois
Ownership and of Estates, Receipts etc., and Covenants for the Division
Dayton Place Townhouse Condominium Rec'd and dated 85162137 together
with the Undivided Percentage Interest in the Common Elements apper-
taining to said Unit.

Unit 1B291n N1110W Dajie Chen Place Townhouse Condominium As delineated on the Survey of the following described parcels of real estate:

• Suite of Utilities

TO STICURÉ TO LAMBERT (ii) THE EXAMINER OF THE INDEPENDENCE EVIDENCED BY THE NOC, WITH INTEREST IN THE PAYMENT OF ALL OTHER SUMS, WITH INTEREST THEREON, PROVIDED IN ACCORDANCE HEREAFTER TO PROJECT THE SECURITY OF THIS MORTGAGE, AND THE PERFORMANCE OF THE OBLIGATIONS AND AGREEMENTS OF BORROWER HEREINAFTER COMPLETED, AND (b) THE REPAYMENT OF ANY Future Advances, WITH INTEREST THEREON, BORROWER DOES HEARBY AUTHORIZE, IRREVOCABLY AND CONVEY TO LENDER THE FOLLOWING DESCRIBED PROPERTY LOCATED

WHEREAS, BORROWER IS REQUESTED TO LEADER IN THE PRINCIPAL SUM OF ONE HUNDRED SIXTY-THOUSAND DOLLARS, WHICH INDEBTEDNESS IS VALIDATED BY BORROWER'S AND 00/100 (herein "Note"), PROVIDED FAR MAINLY INSENTIMENTS OF PRINCIPAL AND INTEREST, NOTE DATED 03/25/96 (herein "Note"), PROVIDED FAR MAINLY INSENTIMENTS OF PRINCIPAL AND INTEREST, WITH THE BALANCE OF THE PRINCIPAL, IF NOT SOONER PAID, DUE AND PAYABLE ON APRIL 01 2016.

(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").

19. B&W between the Moribugsler, ALIAN FRYMAN DIVORCED AND NOT RE-MARRIED
THIS MORTGAGE ("Security instrument") is made this 25TH day of March
FRAAN STEIN UNMARRIED AND NEVER BEEN MARRIED

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

CITICORP SAVINGS

MORTGAGE
ADJUSTABLE RATE

ONE NORTH DEARBORN STREET
CHICAGO, IL 60602

86151493

UNOFFICIAL COPY

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 attain 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. 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 debit 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.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall 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; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this 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 a 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 the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements 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 amounts 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 unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may 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. The 30-day period will begin when the notice is given.

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 specifying reasonable cause for the inspection.

86121493

UNOFFICIAL COPY

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); (a) the default specified; (b) the date acceleration to cure the default must be exceeded; and (c) that failure to cure the default on or before the date specified in the acceleration notice is given to Borrower, by whom such default occurred; (d) that failure to receive the notice specified from Borrower within 30 days from the date the notice is given to Borrower; (e) a date less than 30 days from the date the notice is given to Borrower; (f) the date acceleration follows:

ON.

18. Borrower's Right to Remodel. If Borrower meets certain conditions set forth in § 5 days (or such other period as stipulated in the Note) prior to the earlier of (a) the date of the final payment or (b) the date of the final payment plus 13 or 17, shall not apply in the case of acceleration under paragraphs 13 or 17.

15. Governing Law and Severability. This Security Instrument shall be governed by federal law and the law of the states. In the event that any provision of this Security Instrument conflicts with state or federal law, such conflict shall not affect other provisions of this Security Instrument or the Note which conflict is with respect to the Note.

14. **Notices.** Any notice to Borrower provided for in this Security instrument shall be given by delivery or by mailing to the address Borrower designates for notices to Lender, if no notice to Borrower is provided in this paragraph.

18. Legislation introduced under a majority government is intended to expand upon the achievements of its predecessor and to build upon its successes. In this regard, it is appropriate for the new government to take advantage of the experience of the previous government.

12. **Latin Charters.**—The term *secular* or *cleric* refers to the lay instrument or to the lay which sets out certain rights, and that law is finally interpreted as subject to it by which sets out charters.

Unleas^t laund^r and burrower oulterwise utige in waffing, any upplieation of preeeds to pŕticipat^l shal^t not exceed or posessome the due dale of the monethly paymēnts referred to in paraaphs 1 and 2 or entige the amoun^t of such paymēnts.
10. Burrower Not Releas^t; Burrower Not a Warter; Extensioⁿ of the time for payment of nondemand^s
of moratorium of the sum^s sevend^t by this Specif^lly Instument granted by laund^r to any successar of burrower
shal^t not be allowed unless agreed to by this Specif^lly Instument granted by laund^r to any successar of burrower
req^led not to demand^s preme^s pŕperty^s successar^s in māteries; laund^r shall not be
releas^t to demand^s preme^s pŕperty^s successar^s in māteries for pŕperty^s māteries req^led to
uniterior of the sum^s sevend^t by this Specif^lly Instument granted by laund^r to any successar of burrower
but not to demand^s preme^s pŕperty^s successar^s in māteries for pŕperty^s māteries req^led to
Burrower's successar^s in māteries. Any pŕperty^s held by laund^r in exercis^l any right of remāry
or preleade the exercis^l of any right of remāry.

enable him to make an award of profits to his partners in proportion to their respective interests in the business.

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 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 sum secured by this Security instrument shall be reduced by the amount of the proceeds withheld by the following relation: (a) the total amount of the sums secured immediately before the taking, divided by (b) the total market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

9. Compensation or other benefit of any kind to Lender, the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or sale of my part of the property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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)].

Mortgage
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.

Alan Fryman
ALAN FRYMAN

Borrower

Fran Stein
FRAN STEIN

Borrower

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 ALAN FRYMAN DIVORCED AND NOT RE-MARRIED AND FRAN STEIN UNMARRIED AND NEVER BEEN MARRIED

personally known to me to be the same Person(s) whose name(s) ARE THEIR 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 25th day of March, 1986
My Commission expires: 4/16/87

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

ACCOUNT NUMBER 00000711242

BOX #165

CHICAGO, ILLINOIS
COURT

1986 MAR 31 PM 3:21

86121493

86121493

UNOFFICIAL COPY

8 6 1 2 1 4 9 3

CITICORP SAVINGS

CONDOMINIUM RIDER

LOAN NO.: 00000711242

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

THIS CONDOMINIUM RIDER is made this 25TH day of MARCH, 1986, and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Deed to Secure Debt (herein "security instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to Citicorp Savings of Illinois, a Federal Savings and Loan Association (herein "Lender") and covering the Property described in the security instrument and located at 1829 N DAYTON CHICAGO IL 60614 (Property Address)

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as WILLOW DAYTON PLACE TOWNHOUSE CONDOMINIUM (Name of Condominium Project) (herein "Condominium Project").

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

A. Assessments. Borrower shall promptly pay, when due, all assessments imposed by the Owners Association or other governing body of the Condominium Project (herein "Owners Association") pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project.

B. Hazard Insurance. So long as the Owners Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then:

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

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied; and

(iii) the provisions in Uniform Covenant 5 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of Uniform Covenant 5. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the security instrument, with the excess, if any, paid to Borrower.

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

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

(ii) any material amendment to the declaration, by-laws or code of regulations of the Owners Association, or equivalent constituent document of the Condominium Project, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or

(iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project.

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

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider.

—Borrower

ALAN FRYMAN

—Borrower

FRAN STEIN

—Borrower

—Borrower

86121493

Loan Number: 00000711242

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 25TH day of MARCH , 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

1829 N DAYTON, 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 9.375 %. The Note interest rate may be increased or decreased on the FIRST day of the month beginning on APRIL 1ST , 19 89 and on that day of the month every 36 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 3 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 5.625 percentage points (5.625 %) from the Initial Rate of Interest.

Before each Change Date the Note Holder will calculate the new interest rate by adding 2.25 percentage points (2.25 %) to the Current Index. However, the rate of interest that is required to be paid shall never be increased or decreased on any single Change Date by more than 3.00 percentage points (3.00 %) 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

ALAN FRYMAN

(Seal)

-- Borrower

FRAN STEIN

(Seal)

-- Borrower

(Seal)

-- Borrower

86121493

UNOFFICIAL COPY

Property of Cook County Clerk's Office