

# CITICORP SAVINGS UNOFFICIAL COPY

This document was prepared by:

DEBBIE BROOKS

ONE NORTH DEARBORN STREET, CHICAGO, IL 60602

(Name)

(Address)

ACCOUNT NUMBER 000735878

## MORTGAGE



86191011

THIS MORTGAGE is made this 12TH day of MAY 1986, between the Mortgagor, BRIDGET M. SHOVLIN UNMARRIED AND NEVER BEEN MARRIED and GEORGE S. NEZLEK A. BACHELOR (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 U.S. \$ 10,000.00 which indebtedness is evidenced by Borrower's note dated MAY 12TH, 1986 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on JUNE 01, 2001.

TO SECURE to Lender 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, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

Unit 1 as delineated on a survey of the following described parcel of real estate: The East 40 feet of Lot 12 in Block 2 in George K. Spoor's Subdivision of Block 4 in Connarroe's Resubdivision of that part of Argyle lying South of the center line of Argyle Street in the Southeast fractional 1/4 of Section 8. Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois: Which survey is attached as Exhibit A to Declaration of Condominium Ownership made by Dennis Whildin and Kazuko Whildin, his wife, and recorded in the Office of the Cook County Recorder on December 12, 1977 as document 24231377 and to First Amendment to Declaration of Condominium Ownership recorded on March 6, 1978, as document 24351492, together with an undivided 33-1/3% interest in the common elements as set forth in said declaration (excepting from said parcel the property and space comprising all the units as defined in said declaration and survey), all in Cook County, Illinois.

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 12TH DAY OF MAY, 1986, A.D.

P JN FF 14-08-413-039 1001 AB

Illinois 60640 (herein "Property Address");  
(Zip Code)

[Street]

[City]

TOGETHER with all the improvements now or hereafter erected on the property, and all enclosures, rights, appurtenances and rents all of which 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 (or the household estate if this Mortgage is on a household) are hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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FORM 2827 B

ACCOUNT NUMBER 000735878

(Space Below This Line Reserved for Lender and Recorder)

Property of Cook County Sheriff's Office

Given under my hand and official seal, this 19 day of June 1988.

THE UNDERSIGNED, BRIDGERT M., SHOVELIN, UNARTEED AND NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE OF ILLINOIS, NOTARY PUBLIC, prepared before me this day in person, and acknowledged that the above-named known to me to be the same persons, whose names are subscribed to the foregoing instrument as personalty known to me to be the same persons, whose names are personally known to me to be the same persons, whose names are subscribed to the foregoing instrument, signed and delivered the said instrument as free voluntary act, for the uses and purposes herein set forth.

My Commission expires:

STATE OF ILLINOIS, .....  
COUNTY OF .....  
GEORGE S. NEZETEK  
BORROWER  
BRIDGERT M. SHOVELIN  
Borrower - BORROWER

County is:

GEORGE S. NEZETEK  
BORROWER  
BRIDGERT M. SHOVELIN  
Borrower - BORROWER

SEE ATTACHED RIDER

IN WRITING WHEREOF, Borrower has executed this Mortgage.

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with whom which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, or any default under the superior encumbrance and of any sale or other foreclosure action.

## MORTGAGES OR DEEDS OF TRUST AND FORECLOSURE UNDER SUPERIOR REQUEST FOR NOTICE OF DEFALUT

Upon application under paragraph 17 hereof or abandonment of the property, Lender shall be entitled to have a receiver appointed by a court to gather up, take possession of and manage the property until to receive a reasonable amount of rent due. All rents collected by the receiver shall be applied first to payment of the property including collection of rents, including, but not limited to, receiver's fees, premiums on reversionary agreements of the property and collection of attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to bonds and reasonable attorney's fees, and to the holder of this Mortgage, for those rents actually received.

20. Release. Upon payment of all sums accrued by this Mortgage, Lender shall release this Mortgage without recourse only for those rents actually received.

21. Waiver of Homestead. Borrower hereby waives all right of homestead exception in the property charged to Borrower. Borrower shall pay all costs of recording, if any.

# UNOFFICIAL COPY

ILLINOIS-HOME IMPROVEMENT-1-1-1-PUBLIC RECORDS INFORMATION ACT STATEMENT  
Subject to continuing inquiries or record.

That Borrower waives and will defend generally the title to the Property against all claims and demands, except that the Property is unencumbered, except for encumbrances of record, Borrower grants and conveys the Property to the trustee hereby conveyed and thus the right to mortgage, convey or otherwise transfer the Property.

Borrower is lawfully seized of the estate hereby conveyed and thus the right to mortgage, convey or otherwise transfer the Property.

To the trustee and others now or hereafter entitled to be and remain a part of the property covered by this Mortgagor and all of the foregoing, together with such property for the lessorhold estate if this Mortgagor and all of the improvements now or which shall be deemed to be and remain a part of the property, and all easements, rights,

which has the address of ..... (herein "Property Address");  
[City] ..... [Street] ..... [Zip Code]  
Mills ..... 60640

SEE ATTACHED RIDER

861998

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by 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 Mortgage. The receiver shall be liable to account only for those rents actually received.

20. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

## REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

**IN WITNESS WHEREOF:** Borrower has executed this Mortgage.

SEE ATTACHED RIDER

*Bridget M. Shovlin*  
BRIDGET M. SHOVLIN

-Borrower

*George S. Nezlek*  
GEORGE S. NEZLEK

-Borrower

County ss:

STATE OF ILLINOIS,

I, THE UNDERSIGNED, BRIDGET M. SHOVLIN, UNMARRIED AND NEVER BEEN MARRIED, GEORGE S. NEZLEK, A BACHELOR 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 voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15<sup>th</sup> day of May, 1986.

Notary Public

*J-24-86*

Thomasine J. [Signature]

My Commission expires: [Signature]

(Space Below This Line Reserved For Lender and Recorder)

ACCOUNT NUMBER 000735878

# 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 and interest indebtedness evidenced by the Note and late charges as provided in the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage, or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, 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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, 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 at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise 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 Mortgage.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

**4. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

**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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.



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Corporate Office  
One South Dearborn Street  
Chicago, Illinois 60603  
Telephone (312) 977-8000  
ACCOUNT #000735878

THIS CONDOMINIUM RIDER is made this 12TH day of MAY , 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: 851 W MARGATE UNIT #1.

(Property Address)

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

851 W MARGATE

(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, on 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;

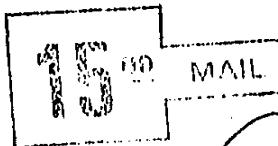
(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(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.



*Bridget M. Shovlin*  
BRIDGET M. SHOVLIN  
Borrower

*George S. Nezlek*  
GEORGE S. NEZLEK  
Borrower

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