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55-611CY
THIS INSTRUMENT WAS PREPARED BY:

ELIZABETH URY
ONE NORTH DEARBORN STREET
CHICAGO, IL 60692

86212327

MORTGAGE

CITICORP SAVINGS

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

ACCOUNT NUMBER 00000680868

THIS MORTGAGE ("Security Instrument") is given on MAY 15TH,
1986. The mortgagor is (ROBERT A MUSACCIO AND
HOLLADIE HALLEN HIS WIFE)

("Borrower"). This Security Instrument is given to Citicorp Savings of Illinois, a Federal Savings and Loan Association, which is organized and existing under the laws of The United States, and whose address is One South Dearborn Street, Chicago, Illinois 60603. ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED SEVEN THOUSAND TWO HUNDRED AND 00/100 Dollars (U.S. \$ 107,200.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 01 2001.

This Security Instrument secures to Lender: (a) the payment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois.

Unit D in Dayton Green Condominium, as delineated on a survey of the following described real estate: Lots 69, 70 and 71 in Block 6 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium Ownership made by Bank of Ravenswood, as Trustee under Trust No. 25-3240, recorded in Office of the Recorder of Deeds of Cook County, Illinois, as Document 26330629, together with its undivided percentage interest in the common elements.

I.D. # 14-32-426-066-1004 80

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 at the same as though the provisions of said Declaration were recited and stipulated at length herein.

which has the address of 1701 N DAYTON #D

CHICAGO

[Street]

[City]

Illinois

60614
[Zip Code]

("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Instruments. Unless Borrower and Lender agree otherwise, upon notice from Lender to Borrower requesting payment, the Note rate shall be payable, with interest, upon demand, upon the date of payment.

6. Preferential and Mandatory of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall not mortgage units less than the provisions of the lease. And if Borrower acquires fee title to the property, the lesseehold and fee title shall not merge unless

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair or replacement of the property damaged, if the restoration of repair is economically feasible and Lender's security is not lessened; if the restoration of repair is not feasible or not then due, with any excess paid to Borrower. If Borrower shall be entitled to the sums received by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower has offered to settle a claim, then Lender may deduct the insurance proceeds. Lender may use the proceeds to restore the property to its former condition or to pay sums secured by this Security Instrument. Lender may repeat or reapply to restore the property to its former condition or to pay sums secured by this Security Instrument.

3. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards shall be 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 required. The insurance carrier provides the insurance by Borrower subject to Lender's approval which shall not be unreasonably withheld.

Borrower shall promptly disclose any change in which 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) consents in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the opinion of Lender's attorney is necessary to prevent the enforcement of the lien; or (c) executes from the time of the filing of the complaint or other process in the action or proceeding, a written instrument in which he consents in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the opinion of Lender's attorney is necessary to prevent the enforcement of the lien.

3. **Preparation of Notes.**—Charters shall be prepared by the Board of Directors or by a committee appointed by them, and 2 shall be applied: first to late charges due under the Note, second, to preparation charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest, and last, to principal due.

4. **Charggs Lessor.**—Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security instrument, and a leasehold payment of ground rents, if any. Borrower shall pay those obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time decreed by the person owed payment. Borrower shall promptly furnish to lessor all notices of amounts to be paid under this paragraph, if lessor

17. The amount of the credit or charge will 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 amounts 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, if required by Lender.

18. Upon payment in full of all amounts required by Lender, this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender. If under Paragraph 17, 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.

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18. Borrower, jointly to Remodeler, is bound to make certain contributions, however shall have the right to have certain
many specific for remodeling) before sale of the property pursuant to any power of sale contained in this Security Instrument or
(b) entry of a judgment entitling this Security Instrument, has no conditions due the Borrower; (a) pays Lentor all sums which he
would be due under this Security Instrument and the Note and no acceleration occurs; (b) enters any default of any other
coventants of the extreme; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to,
reasonable attorney's fees; and (d) takes such action as Lentor may reasonably require to assume that the loan of this Security
Instrument shall continue. Lentor's rights in the Property, and his security interest therein, shall remain fully effective
unchanged. Upon reinstatement by the Borrower, this Security Interest shall remain fully effective as if no acceleration had occurred.

If Leader exercises his option, Leader shall give Borrower notice of acceleration, the notice shall provide a period of no less than 30 days from the date the notice is delivered for payment within which Borrower must pay all sums secured by this Security Instrument without further notice or demand on Borrower.

sold or transferred for it a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person sold under, prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security instrument.

without due consideration of position, to him and the provisions of this section and the word "any" includes to or describes

tion in which the Property is located. In the event that any provision of clause of this Security Instrument or Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or Note which can be deemed to be effective.

15. **Governing Law; Severability.** This Agreement shall be governed by federal law and the laws of the state in which the parties reside.

11. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be given by first class mail to Lender at any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender at any other address Borrower designates by notice to Lender.

payment in full of all sums secured by this Security Instrument according to its terms. Lender, in its option, may require immediate prepayment of the Note or this Security Instrument notwithstanding its failure to do so.

I understand my choice to make this refund by reducing the principal owed under the Note to zero marking a direct payment to Bottower. I understand many times and for this same reason, commercial loans are made in excess of their face value.

and that law is finally interpreted so that the interest of other loan debtors is to be protected in some cases than the loan ex-

meant and (c) agrees that Lender and any other holder of this Note, may, without notice or demand, exercise any of the rights and powers herein contained.

11. **SUCCESSOR AND ASSIGNS BOUND; joint and several liability; co-signers.** The successors and assignees of this instrument shall bind and benefit by the successors and assignees of the other party or parties to this instrument, subject to the provisions of paragraph 17.

letter. Any fortification by [censor] in exercised in exercise of command shall not be a waiver of or preclude the exercise of any right or remedy.

operate to release the liability of the original Borrower if any successor in interest fails to extend time for payment of otherwise modifiable amounts set forth by the original Borrower or any instrument in effect at any demand made by the original Borrower's successors in interest.

10. **Borrower's Right to Prepay.** Subject to the terms and conditions set forth in this Section 10, the Borrower may prepay all or any portion of the principal amount of the Obligations at any time and from time to time, in whole or in part, by giving the Lender written notice of such prepayment in accordance with the provisions of Section 10.1.

Uiless Lender and Borrower, any application of proceeds to principal shall not exceed or postpone this Security Instrument, whether or not then due.

If the property is abandoned by Borrower or, if after notice by Lender within 30 days after the date the condominium officer to make arrangements to settle a claim for damages, Borrower fails to respond to Lender's notice to correct violation of the property or to the sums secured by

market value of the property immediately before the taking, Any balance shall be paid to the owner.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, unless otherwise provided by this instrument.

9. **Acquemination**—The proceeds of any award of claim for damages, direct or consequential, in consequence of any infringement of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be demanded of either taking or the Proprietor.

8. Inspection. Lender or its agents 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.

If Leverage required to maintain the insurance in effect during the loan secured by this Security Instrument, Borrower and/or

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise.) The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full 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 rents 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 without charge to Borrower. Borrower shall pay any recordation costs.

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

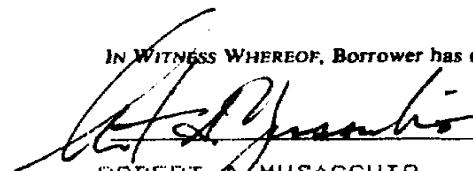
23. **Riders to the Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument 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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.


ROBERT A. MUSACCHIO

—Borrower


HOLLACE HALLEN

—Borrower

—Borrower

—Borrower

SEE RIDERS ATTACHED HERETO AND MADE A PART HEREOF

SEPT-01 RECORDING

741222 TRAN 0355 05/28/86 15:03:00 \$14.00
\$47.08 + B *-86-212327

STATE OF ILLINOIS, Cook County ss:

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that ROBERT A. MUSACCHIO AND HOLLACE HALLEN HIS WIFE

ARE personally known to me to be the same Person(s) whose name(s) TREY subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEIR 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 15th day of May, 1986
My Commission expires: 11-26-88

Rebecca A. Mariani
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

ACCOUNT NUMBER 00000680868

BOX #165

14 00

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Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone (312) 977-5000
ACCOUNT NUMBER 000680868

THIS CONDOMINIUM RIDER is made this 14th day of May 1986, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **Citicorp Savings of Illinois a Federal Savings and Loan Association** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1701 North Dayton #D, Chicago, IL 60614
(Property Address)

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

Dayton Green Condominium
(Name of Condominium Project)

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

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

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

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

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

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

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

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

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

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

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

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

(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.

ROBERT A. MUSACCHIO

--Borrower

HOLLACE HALLEN

--Borrower

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