THIS INSTRUMENT WAS PREPARED BY:

TABBIE DOMAN 1 NORTH DEARBORN STREET CHICAGO, IL 60602

86258136

CITICORP SAVINGS

MORTGAGE

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

ACCOUNT NUMBER 00000753921

THIS MORTGAGE ("Security Instrument") is given on 1986. The mortgagor is (ARTHUR F ZEMKE AND KATHRYN M. 71 MKE HIS WIFE

JUNE 11TH

("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 ow's Lender the principal sum of FIFTY-SIX THOUSAND SEVEN HUNDRED AND Dollars (U.S. \$ 56,700.00). 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 of JULY 01 2016

This Security Instrument secures to Lender: (a) the repayment 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 300 over's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, and and convey to Lender the following described property located in the County of COOK.

DEPT-01 RECORDING

\$13.00

T#2222 TRAN 0266 06/24/86 14:21:00

+4411 f B - +-86-258136

COOK COUNTY RECORDER

LOT 30 IN BLOCK 2 IN A. A. LEWIS DEMPSTER TERMINAL RIDGE SUBDIVISION IN THE SOUTH 1/2 OF SECTION 16, TOWNSHIP 41 NOW, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAN THEREOF, RECORDED DECEMBER 17, 1925 AS DOCUMENT 9127367.

I.D. #10-16-417-011

16

-86-258136

which has the address of

5145 SUFFIELD COURT

(Street)

SKOKIE

[City]

Illinois

42077

("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.

1300

any sums sequred by a flen, 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?, Lender does not have to do whatever is necessary to protect the value of the Property, and Lender's rights in the Property. Lender's actions may include paying! (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations) then Lender may do and pay for Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce awa or Lender singuis' in the Property agreements confained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Projection of Lender's Rights in the Property; Morigage insurance. 'Il Borrower falls to perform the covenants and

Lender agrees to the merger in writing.

ly with the provisions of the least, and it Borrower acquires fee title to the Property, the leasthold and fee title shall not merge unless the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comp-

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change CODDON AND MARK THROUDS

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

Instrument, whether or not then due. The 30-day period will begin when the notice is given.

secured by this Security instrument, whether of not then the insurance spring has offered to pay sums secured by this Security or does not insurance proceeds. Lender may use the proceeds to repair or restore the Property of to pay sums secured by this Security collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property of to pay sums secured by this Security. repair is not economically feasible or begin accurity would be lessened, the insurance proceeds shall be up! d to the sums opporty damage, in it is considered in the second of the second of the second of the second of the restoration of Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to res or along or repair of the

may make proof of loss if not made promptly by Borrower.

premitings and renewal notices, in the event of loss, Borrower shall give prompt notice to the insurance carret and Lender. Lender Maye the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Ender all receipts of paid

surance. This insurance shall be chosen by Borrower subject to Lender's approval which shall note in unsurance shall be chosen by Borrower subject to Lender's approval which shall note in unsurance shall be chosen by Borrower subject to Lender's approval which shall note in unsurance shall be chosen by Borrower subject to Lender's approval which shall note in unsurance shall be chosen by Borrower subject to Lender's approval in the insurance shall be chosen by Borrower subject to Lender's approval in the insurance shall be chosen by Borrower subject to Lender's approval in the insurance shall be chosen by Borrower subject to Lender's approval in the insurance shall be chosen by Borrower subject to Lender's approval in the insurance shall be chosen by Borrower subject to Lender's approval in the insurance shall be considered in the insurance shall be against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires in-

5. Hazard Insurance. Bottower, shall keep the improvements now existing reacted erected on the Property insured

or take one or more of the actions set forth above within 10 days of the giving or notice. attain priority over this Security Instrument, Lender may give Borrower a notice ide, tifying the lien. Borrower shall satisfy the lien subordinating the lien to this Security Instrument. It Lender determines that any partot the Property is subject to a lien which may and he lies for the fighty part of the Property; or (c) secures from the had to fifthe the an agreement aguston to Lender or defends against enforcement of the lien in flegal proceedings which in it et ander's opinion operated preventing enforcement of witting to the payment of the spilgation secured by the lien in a manner of the begins of the secure and the lien by

rower makes these payments directly. Borrower shall promptly furr ish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any hen which has priority or er this Security Instrument unless Borrower: (a) agrees in person lowed payment. Borrower shall prompily furnish to Lender a / notices of amounts to be paid under this paragraph. If Borobligations in the manner provided in paragraph 2, or if not and manner, Borrower shall pay them on time directly to the which may attain priority over this Security Instrument, and insechold payments or ground rents, if any, Bortower shall pay these

d. Chargest, Liens. Borrower shall pay all taxes, assesments, charges, fines and impositions attributable to the Property amounts payable under paragraph 2; fourth, to interer, due; and last, to principal due:

and 2 shall be applied: first to late charges due ander the Note; second, to prepayment charges due under the Note; third, to 3. Application of Paymonis. Unless applicate provides otherwise, all payments received by Lender under paragraphs

Upon nayarent in full of all sum se ured by this Security Instrument, Lender shall promptly retund to Bortower any Punds no the sale of the Property of the Application by Lender, any Lender at the time of application as a credit against of the sale of the Property of the against of the sale of the Property of the Application by Lender, any Funds held by Lender at the time of application as a credit against the same security instrumed.

deficiency in one or more payment as required by Lender.

by Lender is not sufficient to pry it e serow heins when due, Borrower shall pay to Lender any amount necessary to make up the ion, either promptly fepald to be orrewer or creating to Borrower on monthly payments of Punds. If the amount of the Punds held dates of the escrow items, shall be, at the amount required to pay the escrow items when due, the excess shall be, at horrower's op-If the smount of the sunds held by Lender, together with the future monthly payments of Funds payable prior to the due

piedged as additional stauray for the sums secured by this Security Instrument. of the Funds shown of sails and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are

quired to pay Borre se any interest or earnings on the Funds, Lender shall give to Borrower, without charge, an annual accounting terest shall be pt id in the Runds. Unless an agreement is made or applicable law regultes interest to be paid, Lender shall not be referest on the consequence applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that incharge for holding and applying the Runds, analyzing the account or verifying the escrow items, unless Lender pays Borrower inagency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the eserow items. Lender may not The funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state

esernw items.

items are called "cerrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future ofi.(a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leaschold payments or ground Lender on the day monthly payments are due under the Mote, until the Mote is paid in full, a sum ("Funds") equal to one-twellth

t and interest on the debt 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 walver by Lender, Borrower shall pay to the the day monthly required. UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

T. Tayment of Principal and interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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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.

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 Lende.

If the Property is aband on 1 by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damp es. Borrower fails to respond to Lender within 30 days after the date the notice is given. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by

this Security Instrument, whether or not then due.

Unless Lender and Borrower of tervice agree in writing, any application of proceeds to principal shall not extend or postpone

the due date of the monthly payments reverred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forhear nee 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 amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a wiever of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Severa. 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 me true, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally of it ated 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.

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 loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount recessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by raking a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without an prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable leves 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 19. If Lender

exercises this option. Lender shall take the steps specified in this second paragraph of pargraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by religious 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.

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 or clause 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 can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and 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 or transferred 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 exercise is prohibited by federal law as of the date of 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. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke 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 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 Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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