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THIS INSTRUMENT WAS PREPARED BY: *Citicorp
In. Dearborn
Chicago, IL 60602*

CITICORP SAVINGS

MORTGAGE

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

ACCOUNT NUMBER 00000764365

THIS MORTGAGE ("Security Instrument") is given on JULY 7TH, 1986. The mortgagor is (KENNETH W VAINISI A BACHELOR

("Borrower"). This Security Instrument is given to Citicorp Savings of Illinois, a Federal Savings and Loan Association, which is organized and existing under the law of The United States, and whose address is One South Dearborn Street, Chicago, Illinois 60603. ("Lender"). Borrower owes Lender the principal sum of THIRTY-TWO THOUSAND EIGHT HUNDRED AND 00/100 Dollars (U.S. \$ 32,800.00). 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 AUGUST 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 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.

TRACT 701-C AS DELINEATED ON SURVEY OF LOTS 24, 25, 26, 27, 28,
29, 30, 31 AND 32 IN BLOCK 2 IN KUNTZE'S HIGH RIDGE KNOLLS, UNIT
3, BEING A RESUBDIVISION OF LOT 21, TOGETHER WITH PARTS OF LOTS
10, 12 AND 20 OF THE OWNER'S SUBDIVISION IN SECTION 10, TOWNSHIP
31 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE
CITY OF LIBS PLAINES, ELL GROVE TOWNSHIP, COOK COUNTY, ILLINOIS,
WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION MADE BY
LA CALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 11,920,
RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS
AS DOCUMENT 21986901; TOGETHER WITH AN UNDIVIDED 2.735 PERCENT
INTEREST IN SAID LOTS 24, 25, 26, 27, 28, 29, 30, 31 AND 32 IN
BLOCK 2 IN KUNTZE'S HIGH RIDGE KNOLLS, A RESUBDIVISION, AS
AFTERCREATED (EXCEPTING FROM SAID LOTS 24, 25, 26, 27, 28, 29,
30, 31 AND 32 ALL THE LAND PROPERTY AND SPACE KNOWN AS UNITS 601-A
TO 601-H, BOTH INCLUSIVE, 701-A TO 701-H, BOTH INCLUSIVE, 711-A
TO 721-H, BOTH INCLUSIVE, 741-A TO 741H, BOTH INCLUSIVE, AND
751-A TO 751-H, BOTH INCLUSIVE, AS SAID UNITS ARE DELINEATED IN
SAID SURVEY.

I.D. #08-13-307-037-1016 *H.W.*

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 7TH DAY OF JULY 1986, A.D..

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.

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Instrument. Unless Borrower fails to pay or satisfies the Note in full, upon notice from Lender to Borrower regarding payment of principal and interest due under the Note, Lender may exercise its right to require payment of the Note in full.

Leender agrees to the merger in writing. Leenders' comments contained in this Security instrument, or there is a legal proceeding that may significantly affect Leenders' rights in the property (such as a proceeding in bankruptcy, probate, for condominium or to enforce laws or Leenders' rights in the property) or there is a proceeding in bankruptcy, probate, for condominium or to enforce laws or Leenders' rights in the property (such as a proceeding in bankruptcy, probate, for condominium or to enforce laws or Leenders' rights in the property) or there is a proceeding in the Probate Court over this Security instrument, Leender may take action under this paragraph 7, Leender does not have to do anything on the property to make repairs. Although Leender may take action under this paragraph 7, Leender does not have to do anything on the property to make repairs. Allthough Leender may take action under this paragraph 7, Leender does not have to do anything on the property to make repairs.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair or replacement of the property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened, or the restoration or repair is not economically feasible and Lender's security is not lessened, or the restoration or repair of non-structural damage, whether or not there is a loss of income, which may be the proceeds to repair or replace 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.

many make perfect or less if not made properly by Borrower.

Section 1. Definitions. Definitions shall keep the term "improvements now existing" included within the term "extended coverage", and any other hazards for which Leander receives premiums. Premiums shall be maintained in the amounts and for the periods that Leander receives insurance, except that premium shall be chosen by the carrier to provide a plan which Leander prefers. All insurance policies and renewals shall be held in trust for the benefit of Leander's heirs or dependents, until his death, unless otherwise provided in his will. If no will is made, the funds shall be distributed among his heirs in accordance with the laws of intestacy. The insurance company shall be liable to Leander for all losses, damage, or expenses resulting from any accident or event covered by the policy, except as provided in the policy. The insurance company shall be liable to Leander for all losses, damage, or expenses resulting from any accident or event covered by the policy, except as provided in the policy.

and 2 shall be applied; first to late charges due under the Note; second, to preparement charges due under the Note; third, to interest accrued prior to the date of the Note.

These sales would be made by Lennder, Any Funds held by Lennder, Lennder acquires all the time of application as a credit authority.

Any sum tendered by the Borrower shall pay to Lender any amount necessary to make up the deficiency in the amount due, together with interest thereon at the rate agreed upon by the parties.

Under or over the Note, until the Note is paid in full, a sum ("Friends"), equal to one-twelfth of the monthly payments due under the Note and any prepayments made before the Note is paid in full, plus interest thereon at the rate of six percent per annum, less the amount of any premium paid by the Borrower on the Note, shall pay to the Lender by the Borrower.

SECTION III - COVENANTS. Borrower and Lender covenant and agree as follows:

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variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform government covenants for national use and non-uniform covenants with limited

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 warrants and

will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

TITLE AGREEMENT Written in the language now or hereafter agreed on the property, and all encumbrances, rights, appurtenances,

fixtures, royalties, minerals, oil and gas rights and royalties, water rights and stock and all fixtures now or hereafter in part of the property,

all agreements and additons shall also be covered by this Security instrument. All of the foregoing is referred to in this Security

Instrument as the "Property."

Mileage	69846
(Leave blank)	(Leave blank)
Date July	("Property Address");
701 SOUTH ELMHURST ROAD, #701-C	DE S. PLATINES

which has the address of

Property of Cook County Clerk's Office

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

1. **Payment 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.

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 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; and (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, all amounts, 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 payment.

Borrower shall promptly discharge any lien which has priority over this Security Instrument, unless Borrower has given notice in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents to the holder of the lien to foreclose or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the holder from foreclosing the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement to subordinate 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 and/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 deductible provision. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give Lender copies of the insurance premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and 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, the insurance proceeds shall be applied to the repair. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the repair in an amount which will not lessen Lender's security. If the insurance carrier fails to pay the claim within 30 days after receiving a written demand for payment, 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 in principal shall not extend the payment 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 by the time of the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially alter 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) or if there is another proceeding (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations) then Lender may take whatever action is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include, but not be limited to, any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and collecting 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.

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This CONDOMINIUM RIDER is made this 7th day of July 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: 701 South Elmhurst Road, #701-C
 Don Platnum, IL 60016
 (Property Address)

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

(Signed) 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, to, 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;

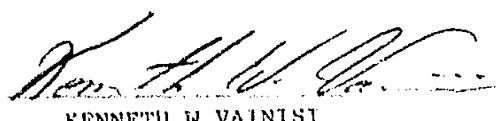
(ii) any amendment to any provision of the Constituent Documents if the provision is for the exclusive benefit of Lender;

(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.


 KENNETH W. VAINST
 Borrower

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COOK COUNTY CLERK

RECEIVED
COURT REPORTER
COURT OF APPEALS
APRIL 12, 1965

APR 14 1965

Property of Cook County Clerk's Office

JAMES M. HARRIS

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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

XX Condominium Rider

2-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Other(s) (specify)

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

--Borrower

--Borrower

KENNETH W. VAINISI

--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

KENNETH W. VAINISI A BACHELOR

, personally known to me to be the same Person(s) whose name(s) HENRY C. KIELY is
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HE signed and delivered the said instrument as HENRY C. KIELY free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 7th day of July, 1986.

My Commission Expires 10/5/86

"OFFICIAL SEAL"

HENRY C. KIELY, Notary Public

Cook County, State of Illinois

My Commission Expires 10/5/86

(Space Below This Line Reserved For Lender and Recorder)

Notary Public

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ACCOUNT NUMBER 00000764365

BOX #165

