

(INFORM COVENANTS, Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the

independence 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 leasehold payments or ground rents and assessments imposed by governmental bodies which may attain priority over this Security

Instrument; (b) yearly leasehold payments or ground rents on the Property; (c) yearly hazard insurance premiums;

(d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds

due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal

or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items,

Lender may not charge 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.

Lender shall be entitled to all sums secured by this Security Instrument. Lender shall promptly return 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, Taxes, Assessments, and Liens.** Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property

which may attain priority over the 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 paying them. Borrower shall promptly furnish to Lender receipts evidencing

the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower, (a) agrees

in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (b) contests in good faith

the lien by or defends against enforcement of the lien, (c) secures from the holder of the lien an agreement

satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property

is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying

the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improved premises now existing or hereafter erected on the Property insured

against loss by fire, hazards included within the term "extended coverage," and any other hazards for which Lender requires

insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier

providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender

shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts

of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and

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

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

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

If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance proceeds and proceeds resulting

from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially

change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower

shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title

shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants

and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's

rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations),

then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property.

Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing

in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action

under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower

may, 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 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 and specify the basis of the inspection.

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THIS INSTRUMENT WAS PREPARED BY: DEBBIE BROOKS  
ONE NORTH DEARBORN STREET  
CHICAGO ILLINOIS 60602

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ADJUSTABLE RATE  
MORTGAGE

CITICORP SAVINGS

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

ACCOUNT #000906743

87458889

THIS MORTGAGE ("Security Instrument") is made this 16TH day of AUGUST 19 87, between the Mortgagor, ANGELA M HILL UNMARRIED, HAVING NEVER MARRIED

(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 ONE HUNDRED FORTY-FOUR THOUSAND EIGHT HUNDRED AND 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated 08/18/87 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on SEPTEMBER 01 2017

TO SECURE to Lender (a) 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, and (b) the repayment of any future advances, with interest thereon, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of

COOK, State of Illinois

UNIT 3305-C TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN HAWTHORNE COURT TOWNHOME CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 87333507, IN THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

I.D. #14-20-414-001

which has the address of 3305 NORTH RACINE UNIT C CHICAGO  
(Street) (City)  
IL 60657 (herein "Property Address")  
(State and Zip Code)

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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, 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 (of the leasehold estate if this Mortgage is on a leasehold) as herein referred to 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. **Lender in Possession.** Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any costs collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument with charge to Borrower, for reasonable costs of preparation and delivery of a release deed. Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's interest under this Security Instrument, such preparation and delivery of a release deed shall be without charge. Notwithstanding the foregoing Borrower shall pay all costs of recordation, if any.

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

23. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

- Adjustable Rate Rider
- Graduated Payment Rider
- Other(s) (specify)
- Condominium Rider
- Planned Unit Development Rider
- 2-4 Family Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants and in any rider(s) executed by Borrower and recorded with it.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Angela M. Hill  
 ANGELA M HILL  
 Borrower

DEPT-01 \$16.00  
 T00003 TRAN 6073 08/19/87 12:17:00  
 COOK COUNTY RECORDER

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 ANGELA M HILL UNMARRIED, HAVING NEVER MARRIED

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

Given under my hand and official seal, this 18th day of AUGUST, 19 87

My Commission Expires  
**OFFICIAL SEAL**  
 Cynthia Plant  
 Notary Public, State of Illinois  
 My Commission Expires 6/30/90

Cynthia Plant  
 Notary Public

(Space Below This Line Reserved For Lender and Recorder)

ACCOUNT NUMBER 00000906743

BOX #165

-87-458899

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Loan Number: 00000906743

NOTICE: The Security Instrument secures a Note which contains a provision allowing for changes in the interest rate. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

This Rider is made this 18TH day of AUGUST, 1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Citicorp Savings of Illinois, A Federal Savings and Loan Association.

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 3305 NORTH RACINE UNIT C, CHICAGO, IL 60657

Property Address

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

A. Interest Rate and Monthly Payment Changes

The Note has an "Initial Interest Rate" of 9.75%. The Note interest rate may be increased or decreased on the 1ST day of the month beginning on SEPTEMBER 1ST, 1987 and on that day of the month every 60 month(s) thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the: [Check one box to indicate Index.]

- (1) [X] The weekly average yield on United States Treasury securities adjusted to a constant maturity of 5 year(s), as made available by the Federal Reserve Board. In no event over the full term of the Note will the interest rate be increased more than 5.00 percentage points (5.00%) from the Initial Rate of Interest. Before each Change Date the Note Holder will calculate the new interest rate by adding 2.50 percentage points (2.50%) to the Current Index. However, the rate of interest that is required to be paid shall never be increased or decreased on any single Change Date by more than 3.00 percentage points (3.00%) from the rate of interest currently being paid.

(2) [ ] Other:

If the Interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

B. Loan Charges

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Lender may choose to make this refund by reducing the principal I owe under the Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

C. Prior Liens

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. Transfer of the Property

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

ANGELA M. HILL (Seal) Borrower

\*If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

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3305C UNIT            IN HAWTHORNE COURT TOWNHOME CONDOMINIUM AS DELINEATED ON THE FLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF REAL ESTATE:

PARCEL 1: LOTS 1 TO 24 BOTH INCLUSIVE AND LOT 42 (EXCEPT THE SOUTH 16 FEET THEREOF PREVIOUSLY DEDICATED FOR PUBLIC ALLEY) AND LOTS 43 TO 48 BOTH INCLUSIVE, ALSO THE VACATED ALLEY LYING EAST OF AND ADJOINING LOTS 1 TO 6 INCLUSIVE AFORESAID AND THE NORTH 9 FEET OF LOT 7 AFORESAID AND WEST OF AND ADJOINING THE NORTH 9 FEET OF LOT 42 AFORESAID AND ALL OF LOTS 43 TO 48 AFORESAID BOTH INCLUSIVE, ALL IN BLOCK 1 IN BAXTER'S SUBDIVISION OF THE SOUTH-WEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, 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, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 87333507, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS, AS SET FORTH IN SAID DECLARATION.

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 MORTGAGE IS ATTACHED TO AND MADE PART OF THIS MORTGAGE DATED THIS 18TH DAY OF AUGUST 1987, A.D.

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Office

CONDOMINIUM RIDER

UNOFFICIAL COPY

ACCOUNT 000906743

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

THIS CONDOMINIUM RIDER is made this 18TH day of AUGUST, 19 87, 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: 3305 NORTH RACINE UNIT C, CHICAGO ILLINOIS 60657

(Property Address)

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

HAWTHORNE COURT TOWNHOME 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.

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X Angela M Hill
ANGELA M HILL
--Borrower

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--Borrower

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--Borrower

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--Borrower