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THIS INSTRUMENT WAS PREPARED BY: **LYNN BAUTISTA**
One North Dearborn Street
Chicago, Illinois 60602

CITICORP SAVINGS*

MORTGAGE

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

LOAN NUMBER: 000963397

THIS MORTGAGE ("Security Instrument") is given on **November 16 1987**. The mortgagor is (**DONALD L DOUBEK, DIVORCED AND NOT RE-MARRIED**)

("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 EIGHT THOUSAND SEVEN HUNDRED AND 00/100** Dollars (U.S.\$108,700.00). 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 on **December 1, 2002**

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 **COOK County, Illinois:**

LOT FOUR (4) AND SOUTH HALF (S 1/2) OF LOT THREE (3) IN BLOCK ONE (1) IN WM. E. HARMON'S BEVERLY HILLS ADDITION, BEING A SUBDIVISION OF BLOCKS ONE (1) TO SIX (6) (EXCEPT LOTS FIVE (5) AND SIX (6) IN BLOCK (2)) IN TRACY HEIGHTS, A SUBDIVISION OF THE SOUTH WEST QUARTER (SW 1/4) OF THE SOUTH WEST QUARTER (SW 1/4) OF SECTION SEVEN (7), TOWNSHIP THIRTY-SEVEN (37) NORTH, RANGE FOURTEEN (14), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

I.D. # ~~XXXXXXXXXXXX~~ **ALL**

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#6295 # D 87-640968
COOK COUNTY RECORDER

which has the address of **10115 SOUTH BELL**
(Street)
Chicago **CHICAGO**
(City)
Illinois **60643**
(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 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.

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

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County of Cook, Illinois
Clerk of Court

Chicago, Illinois

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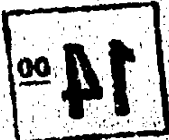
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Any amount disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Lender and Borrower agree to other terms of payment, these amounts shall be interest, from the date of disbursement of the Note into and shall be payable, with interest upon notice from Lender to Borrower requesting payment.

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, or condemnation or to enforce laws or regulations), 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, requesting in court, paying reasonable attorney's fees and costs on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

8. **Maintenance and Insurance of Property; Liabilities.** 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 requires fee title to the Property, the leasehold and fee title shall not merge into the feehold.

9. **Assignment of Lender's Rights in the Property; Liabilities.** Borrower shall not assign or otherwise dispose of the Property or any interest therein to any third party, and Borrower shall not assign or otherwise dispose of the Property or any interest therein to any third party, and Borrower shall not assign or otherwise dispose of the Property or any interest therein to any third party, and Borrower shall not assign or otherwise dispose of the Property or any interest therein to any third party.

10. **Insurance.** Borrower shall keep the Property insured against fire, theft, and other perils, and shall pay for the cost of such insurance. Borrower shall not cancel or allow the insurance to lapse or to be terminated, and shall not allow the insurance to be terminated or to be terminated, and shall not allow the insurance to be terminated or to be terminated, and shall not allow the insurance to be terminated or to be terminated.

11. **Default Insurance.** Borrower shall keep the Property insured against fire, theft, and other perils, and shall pay for the cost of such insurance. Borrower shall not cancel or allow the insurance to lapse or to be terminated, and shall not allow the insurance to be terminated or to be terminated, and shall not allow the insurance to be terminated or to be terminated.

12. **Assignment of Lender's Rights in the Property; Liabilities.** Borrower shall not assign or otherwise dispose of the Property or any interest therein to any third party, and Borrower shall not assign or otherwise dispose of the Property or any interest therein to any third party, and Borrower shall not assign or otherwise dispose of the Property or any interest therein to any third party.

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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 premium required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's written agreement or applicable law.

8. Impaction. Lender or its agent may make reasonable surveys 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. 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 Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnation offers to make an award or make a claim for damages, 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 satisfaction or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments. **10. Borrower Not Released; Release by Lender Not a Waiver.** Extension of the time for payment or modification or 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 successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or else, who, who modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successor in interest. Any assignment by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Rights Bound; Joint and Several 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 12. 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 mortgauge, grant and convey 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 accommodation, advance, loans 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 the 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 rate, then: (a) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted rate; 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 making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note. If extension or expiration of applicable law has the effect of rendering any provision of the Note or this Security Instrument inoperative 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 paragraph 13. If Lender exercises this option, Lender shall make the steps specified in the second paragraph of paragraph 17.

14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivering 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 designated herein or any other address Lender designates by notice to Borrower. Any notice first class mail to Lender's address stated herein or any other address designated 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; Sovereignty. 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 the 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 certified copy of the Note and of this Security Instrument. Lender shall provide a copy of the Note and of this Security Instrument to the 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) if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender shall have the right to initiate foreclosure proceedings. 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 would be due under this Security Instrument and the Note and not 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 attorney's 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 remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under the paragraphs 13 or 17.

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 exercised as prohibited by federal law or 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 without further notice or demand on Borrower.

18. Borrower's Right to Reinstale. 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 would be due under this Security Instrument and the Note and not 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 attorney's 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 remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under the paragraphs 13 or 17.

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

MAIL TO: BOX 45

BOX #165

89605928

OFFICIAL SEAL THESE A. LANG NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 2/8/91

Notary Public Thomas Adams

Given under my hand and official seal, this 16TH day of NOVEMBER, 1987.

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he is personally known to me to be the same Person(s) whose name(s) is/are

STATE OF ILLINOIS, COOK County ss: THE UNDERSIGNED DONALD L DOUBEK, DIVORCED AND NOT RE-MARRIED, hereby certify that

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security-Instrument and in any (riders) executed by Borrower and recorder with it. DONALD L DOUBEK Borrower

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

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 sum 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-estoppel of 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 the 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 attorney's fees and costs of the evidence.

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