of the \_City

State of Illinois

Statutory (ILLINOIS) (Individual to Individual)

respect thereto, including any warranty of merchantability or fitness for a particular purpose

\_of \_NorthbrookCounty of \_\_Cook

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor

THE GRANTORS, DERRY O. FALLIGANT and

PATRICIA G. FALLIGANT, his wife,

Ten and no/100 (\$10.00)---

CONVEY \_\_\_ and WARRANT \_\_\_ to

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3 4 4 7

(The Above Space For Recorder's Use Only)

(NAMES AND ADDRESS OF GRANTEES)

other good and valuable consideration in hand paid,

ANTONINO MARCHIAFAVA and ANNA MARCHIAFAVA, his wife,

not in Tenancy in Common, but in JOINT TENANCY, the following described Real Estate situated in the in the State of Illinois, to wit:

----- DOLLARS, and

\_\_\_\_ for and in consideration of

SEE REVERSE SILE FOR LEGAL DESCRIPTION.

8159 N. Lincoln Avenue, Skokie, IL 60077

SUBJECT TO: General taxes for 1987 and subsequent years; special taxes or assessments, if any, for improvements not yet completed; installments, if any, not due at the date hereof of any any special tax or assessments for improvements heretofore completed; building lines and building and liquor restrictions of record; zoning and building laws and redinances; private, public and utility easements; covenants and restrictions of record as to use and occupancy; party wall rights REVENUE STAMPS HERE agreements, if any; existing lasts and tenancies in real estate with multiple units.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. TO HAVE AND TO HOLD said premises not in tenancy in common, but in joint tenancy forever.

Permanent Real Estate Index Number(s): 04-02-100-017-0050 89 Lee Road, Northbrook, Address(es) of Real Estate: \_(SEAL) PLEASE PATRICIA G. PRINTOR TYPE NAME(S) (SEAL) (SEAL) BELOW SIGNATURE(S)

COOK I, the undersigned, a Notary Public is and for State of Illinois, County of ... SS. State aforesaid, DO HEREBY CERTIFY that County, the

DERRY O. FALLIGANT and PATRICIA G. FALLIGANT, his wife,

IMPRESS SEAL HERE

personally known to me to be the same person s whose name s are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the eysigned, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

day of December ary Public State of Illinois ion expires unimiasion Expires Oct. 19, 1991 This instrument was prepared of (NAME AND ADDRESS)

	1 Rhillip Frossman
MAIL TO:	8707 SKOKIC Blud
	(Address)
	(City, State and Zig)

SEND SUBSEQUENT TAX BILLS TO: Antonino Marchiafaua 91 Lee Road Northbrook, IL 60062 (City, State and Zip)

RECORDER'S OFFICE BOX NO. BOR 383 - **GG** 

OR

RIDERS" OR

111 CTION 632  $\Box$ 

GEORGE E. COLE® LEGAL FORMS

The state of the s

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Warranty INDIVIDUAL TO INDIVIDUAL

#### LEGAL DESCRIPTION

THAT PART OF THE SOUTH 15.0 ACRES OF THAT PART OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, LYING WEST OF THE EAST 14.97 ACRES OF THE SAID NORTH WEST 1/4 OF THE WORTH WEST 1/4, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 AFORECAID, WITH THE NORTH LINE OF THE SAID SOUTH 15.0 ACRES; THENCE EAST ALONG THE NURTY LINE OF THE SAID SOUTH 15.0 ACRES, A DISTANCE OF 500.0 FEET TO THE NORTH WEST CORNEP OF LOT 7 IN LEE ACRES, A SUBDIVISION OF PART OF THE SAID SOUTH 15.0 ACRES; THENCE SOUTH ALONG THE WEST LINE OF THE SAID LOT 7, A DISTANCE OF 80.0 FEET TO THE NORTH LINE OF LOT 8 IN SAID LEE ACRES SUBDIVISION; THENCE WEST ALONG THE NORTH LINE OF LOT 8 AFORESAID A DISTANCE OF 150.0 FEET TO THE WEST LINE OF SAID LOT 8; THENCE SOUTH ALONG THE WEST LINE OF LOT 8 IN SAID LEE ACRES SUBDIVISION, A D.STANCE OF 150.0 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTH 15.0 ACRES A DISTANCE OF 350.0 FEET, MORE OR LESS, TO THE WEST LINE OF THE SAID NORT, WEST 1/4; THENCE NORTH ALONG SAID WEST LINE, 230.0 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS; EXCEPT THE FOLLOWING:

COMMENCING AT THE INTERSECTION OF THE WEST L'NI OF THE NORTH WEST QUARTER OF THE NORTH WEST QUARTER AFORESAID, WITH THE NORTH LINE OF THE SAID SOUTH 15.0 ACRES, THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 85.0 FEET TO THE POINT OF BEGINNING, THENCE EAST ALONG A LINE 350.0 FEET MOPE OR LESS TO A POINT WHICH IS THE NORTHWEST CORNER OF LOT 8 IN LEE ACRES SUBDIVISION, THENCE SOUTH ALONG THE WEST LINE OF LOT 8 IN SAID LEE ACRES SUBPLISION A DISTANCE OF 150.0 FEET, THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTH 15.0 ACRES A DISTANCE OF 350.0 FEET, MORE OR LESS, TO THE WEST LINE OF THE SAID NORTH WEST QUARTER, THENCE NORTH ALONG SAID WEST LINE 150.0 FEET TO T.E POINT OF BEGINNING, T'S OFFICE ALL IN COOK COUNTY, ILLINOIS.

STATE	OF	ILLINOIS	) ·
COUNTY	OF	cook	)ss )

Derry O. Falligant , being duly sworn on oath, states that he resides at 91 Lee Road, Northbrook, Illinois 60062 . That the attached deed is not in violation of Section 1 of Chapter 109 of the Illinois Revised Statutes for one of the following reasons:

A. Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed.

-OR-

- B. The conveyance falls in one of the following exemptions enumerated in said Paragraph 1.
- The division or subdivisions of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
- The division of lots or blocks of less than 1 acre of any recorded subdivision which not not involve any new streets or easements of access;
  - 3. The sale or exchange of parcels of land between owners of adjoining and contiguous lend;
  - 4. The conveyance of pircels of land or interest therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
  - 5. The conveyance of land owner by a railroad or other public utility which does not involve any new streets or easements of access;
  - 6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use:
  - 7. Conveyances made to correct descriptions in prior conveyances;
- 8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a varticular parcel or tract of land existing on July 17, 1959 and not involving any no streets or easements of access;
- 9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by a registered surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973 and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

CIRCLE NUMBER AND/OR LETTER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

Affiant further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

-Verry Co

SUBSCRIBED and SWORN to before me this Alth day of Dec. , 1987.

L. M. D.

NOTARY PUBLIC

"OFFICIAL SEAL"
LORRAINE M. BUEGEL
Notary Public, State of Illinois
My Commission Expires Oct. 19, 1991

87657234

Property of Cook County Clerk's Office

CITICORP SAVINGS FORM JEBBG 4487 PAGE 2 OF 4

disbursament at the Note rate and shall be payable, with interest upon notice from Lender to Borrower requesting payment. Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of Any amounts disbursed by Lender under this puragraph 7 shull become additional debt of Borrower secured by this Security

attorneys' foes and entering on the Property to make repairs. Although Londer may take action under this paragraph 7, Londer may include paying any sums secured by a fien which has priority over this Security Instrument, appearing in court, paying reasonable such the principle of the following states of the principle of the principle is the Property 1 and 1914 of the Property 1 and 191 the Property (such as a proceeding in hankrupby, probate, for condemnation or denore has or regulations), then Lender may agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in

7. Protoction of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and nuless Lender agrees to the merger in writing.

ply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall com-

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

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bout butor to the acquisition shall pass to Londer to the extent of the sums secured by this Security Instrument immediately prior 19 the Property is acquired by Lender, Borrower's right to any insurance policies and preceeds resulting fron (in Lago to the Proդթ գ<del>ու գոր օլ դ</del>թ ասպղի Խմատութ այլուռգ ը յս հռուեւմիլ» է ջոց 5 օւ գրունե դե տատուլ օլ դե Եժատոր է լ ուզեւ Եռուենոնք Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall for extend or postpone

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

and conject the insurance proceeds, Lender may use the proceeds to repair or restore the Property or & pay sums secured by perty, or does not answer within 30 days a notice from Lander that the insurance carrier has offer i it settle a chain, then Lander securial by this Security Insuranter, whether or not then due, with any excess paid to Borrov or "Aforrover abandons the Proor repair is not exonomically fisisible or Lender's security would be lessened, the insurance preceded that the high het for the sums Property damnigal, if the restivation or repair is economically feasible and Leader's security is not lessened. If the restoration Unless Lender and Borrower otherwise agree in writing, insurance proceeds stud by applied to restoration or repair of the

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

premiums and renewal notices. In the event of loss, Borrower shall give prompt not so to the insurance carrier and Lendor. Lendor have the right to hold the policies and renewals, If Londer requires, Borrower shin' promptly give to Londer all receipts of paid All insurance policies and renewals starll be accorded to Lender and starl include a standard mortgage clause. A carder shall

surroce. This insurance shall be maintained in the amounts and for as proved that Louder requires. The namener carrier providing the insurance shall be chosen by Borrower subject to Lender's as proved which shall not be unreasonably withheld. against loss by fire, hazards included within the term "extended covera (e" and any other bazards for which Lender requires in-

5. Hazard Insurance. Borrower shall keep the improve nents now existing or hereafter erected on the Property insured rower shall satisfy the lien or take one or more of the weigns set forth above within 10 days of the giving of notice. τα α μου πρήσμ αιτά αιτά μείστης ονος Γρία Security Instractor οι , Lender nary μένο Βοιγοννος α notice identifying the Bon. Βουand a pender superdinating the lien to this Security Instance (Theorem ince that any part of the Property is subject enforcement of the lien or forbiding of any part of the the cours from the holder of the field in agreement satisfacben by, or defends attainst enforcement of the fight of topology which in the London digit of operate of characteristics to the payment of the payment of the obligation is a first the lieu in a manner acceptable to Londert (b) causes a faith the first the payment of the payment o

Borrower shall promptly discharge a victor and chair priority over this Section in transmity instrument that severes the agrees Il Borrower makes these payments directly, forrower shall promptly furnish to Lender receipts evidencing the payments. the person owed payment. Brind a configuration to Lender all notices of amounts to be pain after this paragraph obligations in the manner provided in Dangarph 2, or if not paid in that annow, Borewaer shall pay them on time directly we which may attain priority over this fact any Instrument, and lonsohold payments or ground rents, if any. Borower shall pay these

4. Charges, Liens. Borrower hall pay all taxes, assessments, charges, lines and impositions attributable to the Property onb lagioning of that ban tabe seemeth, to interest and part of gravity of

t and 2 shall be applied: 6 st, to late charges due under the Note; second, to prepayment charges due under the Note; (6 & Application of Auyr cents. Unless applicable law provides otherwise, all payments received by Lander under garagus

abblication as a word against the sums secured by this Security Instrument.

briar to the sale of the perty or its acquisition by Lender, any Funds held by Lender at the time foreign in a credit against held by Lender III) ader paragraph 19 the Property is sold or acquired by Lender, shull apply, no later than immediately

Upon Fay Joint in full of all sums secured by this Security Instrument, Lender shall promptly refund to Derrower any Funds

up the deficiency in one or more payments as required by Lender. pelo by Londer is not sufficient to pay the escrow items when due, dornwer shall pay to Londer any amount accessary to make obtion, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds s'reseave items, shall exceed the amount required to pay the escrew items when this excess shall be, at Borrower's

If the immount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due The Funds are pleaked as additional security for this source set by thy Secure Advance.

obnar saw shund aft) of Hobb dana dalah wat banda bunda hun shunda on talah dalah dalah dalah dalah sama ana d be required to pay fiourower any interest or carnings on the Funds and the purpose for which cach debit to the funds was made. interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not becreat on the Funds and applicable law permits Lender to make such a charge. Borrower and Londer may agree in welting that nor charke for holding and applying the Funds, analysing the account or verlying the escriby denis, unless Lander party. agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may The Punds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state

future escrow items.

estratibes oldenoseor has the Lacritical and the solution of t Ronind rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance promiums, if any. of (a) yourly taxes and assessments which may attain priority over this Security Instrument, (b) yourly leasehold payments or Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-(wellth 2. Funds for Tuxes and Insurance. Subject to applicable law or to a written waiver by Londer, Borrower shall pay to

cipal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. t. Payment of Principal and Interest, Prepayment and Late Charges. Borrower shall promptly pay when due the princ

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

If Lender required nor gate insarance as a condition of plaking the lam 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 entires 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. Condenmation. 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 condemnor offers to make an award or settle 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 restoration 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 dur date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 10. Bor, we'r Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of a contribution of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrowic's shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be confident to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise and the sums secured by this Security Instrument by reason of any demand made by the original Borrower of Corrower's successors in interest. Any forebearance by Lender in exercising any right or remedy shall not be a waiver of or proclude the exercise of any right or remedy.
- 11. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower; sovenants are 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 mortgage, 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 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 Scarity Instrument is subject to a law which sets maximum loan charges, and the law is finally interpreted so there interst or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, theo. (a) any such loan charge shall be reduced by the amount necessary 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 those to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. It is a fund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 13. Legislation Affecting Lender's Rights. If enactment or vapiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at is option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted payagraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first call mail unless applicable law requires use of another method. (iv. notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender, any rotice 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 Onder when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federally 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 conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borower. 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, required 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 condition, 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 judgement 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 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 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 the parugraphs 13 or 17. CONCORP SANNOS FORM 3633C 437 PAGE 3 OF 4

Loan Number: ower and Lender further coveriant and agree as lollows

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 unlitted 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, Lendor (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' lees, and then to the sums secured by this Security Instrument.

21. Rolease. 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 Homostead. 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 covenant, and agreements of the Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es)]

Adjustable Rate Fide	ĺ <b>X</b> □	Condominium Rider		2-4 Family Rider
Graduated Paymont P d		Planned Unit Develop	nant Rider	
Other(s) [specify]	0.0			
				_
			DE A PART HEREOI	
BY SIGNING BELOW, Borrower &		the terms and cov	onants contained in this	Security Instrument and in any
ridur(s) executed by Borrower and rec			_	
x / Komas I. 1	W761		hereal st	Jucky
THOMAS L TIEGLER		rrows. REBEC	CA S TIEGLER	-Borrower
ţ		0.		
	·Bo	orrowor 3	7	-Borrower
			し	
0	5617		10.	
STATE OF ILLINOIS,	50K		County ss.	
THE	UNDERSIGNED		a Nation of the Co.	
hereby certify that THOMAS L 7		BECCA S TIEGL		and for said county and state, do
			_,, ,,	
				Vx.
	personally know	wa to me to be the	same Person(s) whose	name(s) are
subscribed to the foregoing instru				
signed and delivered the said instri				
Course and a my band and		1+h	Dacamber	1957
Given under my hand and My Comitission expires:	\		300011001	19.07
, commoder express	{ "OFFICIA"	Kudwig)	A STATE	
	S Notary Public, S	tate of timets	· Julian	
	My Commission E.	xpires 3/12/91	Notary Public	/
		mmm		

BOX #165



Property of Coot County Clert's Office

"OFFICIAL SEAL"
Sundra L. Ludwig
Rotary Profic State of Phones
My Commission Expires 3/12/91

## ADJUSTABLE RATEUNOFFICIAL COMPORPOSAVINGS

Citicorp Savings of Illinois
A Federal Savings and Loan Association
Loan Number 000973503

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 11th day of December , 19 87 , 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

1406 N	<b>JORTH</b>	SANDBURG	TERRACE,	CHICAGO,	ILLINOIS	60610
--------	--------------	----------	----------	----------	----------	-------

Property Address

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

Α.	. Interest Rate and Mentaly Payment Changes		
	The Note has an "Indial Interest Rate" of 10,500	%. The Note interest rate may be increased or decrease	ed on the
	day of the month beginning on January 1	, 19 93 and on that day of the month ev	ery 60
	month(s) thereafter.		
	Changes in the interest rate rice overned by changes in	in interest rate index called the "Index". The Index is th	ie: [Check
	one box to indicate Index.}		
	433 PM 3 703		(a) an m

(1)(20)*	The wer	ekly average	yield on Unit 8	States Tre	asury securiti	es najustea to a cons	tant matui	tiry or 2	year(s), as mad
	availab	le by the Fe	deral Reserve	sourd.					
	In no ev	zent over the	: full term of tl	ie dore will	the interest ra	ate be increased mo	re than F	our and	3 1/2percentage
	points (	4.5	%) from th	ne Initial Ri	ite of Interest.				
	Before o	each Change	Date the Nati	: Holser wil	l calculate the	new interest rate l	by adding	Two	and 1/2
	percent	age points (	2.5	%) to the	Jurrent Index.	However, the rate	of interest	that is re	quired to be paid
	shall ne	ever be incre	ased or decrea	sed on any	ingle Change	Date by more than	T	hree :	percentage points
	(	3	%) from the ra	te of interes	currently be	ing paid.			

(2		٠(	)ther:
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If the Interest rate changes, the amount of Borrower's monthly payments will can te 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 rets 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 uch 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 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.

'if more than one box is checked or if no box is checked, and Lander and Borrower do not otherwise agree in writing, the first Index named will apply ACM (SEAL)
AS I. TIPGLER -BOLLOWER

CASTIGUES -BOLLOWER

FORM 3385 C

87657242

# 87657242

### UNOFFICIAL COPY

#### **CONDOMINIUM RIDER**

CITICORP SAVINGS\*

Loan Number: 000973503

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

THIS CONDOMINIUM RIDER is made this 11th day of December . 19.87 , and is incorporated into and shall be deemed to amend and supplement the Mertgage, Doed of Trust or Security Doed (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:

1406 NORTH SANDBURG TERRACE, CHICAGO, ILLINOIS 60610

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

CARL SANDBURG VILLAGE CONDOMINIUM

(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.

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

- A. Condominium Chligations. 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; (i) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues are dissessments 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 (on lominium 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 cover\_30 is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapso 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 damage's, 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, excert 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 to the express benefit of
- Lender;
  (iii) termination of professional management and assumption of self-management of the Cwners 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.

THOMAS L. TIEGLER BOHOWOF	REBECCA S TIEGLER BOHOWER
Rottown	-Воггоже