

# UNOFFICIAL COPY

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THIS INSTRUMENT WAS PREPARED BY: TABBIE DOOMAN  
1 NORTH DEARBORN STREET  
CHICAGO, ILLINOIS 60602

## ADJUSTABLE RATE MORTGAGE

CITICORP SAVINGS

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

LOAN NUMBER: 000865345

THIS MORTGAGE ("Security Instrument") is made this 13TH day of JANUARY  
19 87, between the Mortgagor, DANIEL R BRYANT A BACHELOR

1500

(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 FOUR THOUSAND AND 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated 01/13/87 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on FEBRUARY 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 1J IN SURREY COURT CONDOMINIUM, AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 43, 44, 45 AND 46 IN THOMAS GOODE'S SUBDIVISION OF PART OF THE SOUTH 1/2 OF BLOCK 43 IN SHEFFIELD'S ADDITION TO CHICAGO (LYING EAST OF THE RIGHT OF WAY OF CHICAGO AND EVANSTON RAILROAD COMPANY) IN THE SOUTH WEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT 'D' TO THE DECLARATION OF CONDOMINIUM MADE BY SURREY COURT VENTURE PARTNERSHIP, AN ILLINOIS GENERAL PARTNERSHIP, AND RECORDED IN THE OFFICE OF RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 25799181, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

I.D. #14-29-323-024-1009

SB

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 THE 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.

which has the address of 1236 W FULLERTON #J  
(Street)  
IL STATE AND ZIP CODE 60614

therein ("Property Address")

CHICAGO

(City)

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 household estate if this Mortgage is on a household) as herein referred to 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, 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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\* \* \*

give Borrower notice in the Note or in writing, specifying the date of payment or payment of the Note.

**B. Inspectors.** Lender or its agents may make reasonable examination of the premises or fixtures or property, Lender shall in accordance with Borrower's and Lender's written agreement in effect until such time as the requirement for the insurance terminates shall pay the premiums required to make the loan secured by this Security Instrument. Lender shall pay the premium of making the loan secured by this Security Instrument.

**C. Funds for Taxes and Insurance.** Subsidiary to applicable law or to a written waiver by Lender, Borrower shall pay independent expenses evidenced by the Note and any prepayments due under the Note and independent expenses paid when due the charges due under the Note.

**D. Payment of Principal and Interest.** Borrower shall covenant and agree as follows:

1. **Paid in Advance.** Borrower and Lender shall promptly pay when due the principal of and interest on the Note.

**E. Payment of Premiums.** Lender may require Borrower to pay any sums due under the Note or in writing, specifying the date of payment or payment of the Note.

**F. Payment of Premiums.** Lender may require Borrower to pay any sums due under the Note or in writing, specifying the date of payment or payment of the Note.

**G. Payment of Premiums.** Lender may require Borrower to pay any sums due under the Note or in writing, specifying the date of payment or payment of the Note.

**H. Payment of Premiums.** Lender may require Borrower to pay any sums due under the Note or in writing, specifying the date of payment or payment of the Note.

**I. Payment of Premiums.** Lender may require Borrower to pay any sums due under the Note or in writing, specifying the date of payment or payment of the Note.

**J. Payment of Premiums.** Lender may require Borrower to pay any sums due under the Note or in writing, specifying the date of payment or payment of the Note.

**K. Payment of Premiums.** Lender may require Borrower to pay any sums due under the Note or in writing, specifying the date of payment or payment of the Note.

**L. Payment of Premiums.** Lender may require Borrower to pay any sums due under the Note or in writing, specifying the date of payment or payment of the Note.

**M. Payment of Premiums.** Lender may require Borrower to pay any sums due under the Note or in writing, specifying the date of payment or payment of the Note.

**N. Payment of Premiums.** Lender may require Borrower to pay any sums due under the Note or in writing, specifying the date of payment or payment of the Note.

**O. Payment of Premiums.** Lender may require Borrower to pay any sums due under the Note or in writing, specifying the date of payment or payment of the Note.

**P. Payment of Premiums.** Lender may require Borrower to pay any sums due under the Note or in writing, specifying the date of payment or payment of the Note.

**Q. Payment of Premiums.** Lender may require Borrower to pay any sums due under the Note or in writing, specifying the date of payment or payment of the Note.

**R. Payment of Premiums.** Lender may require Borrower to pay any sums due under the Note or in writing, specifying the date of payment or payment of the Note.

**S. Payment of Premiums.** Lender may require Borrower to pay any sums due under the Note or in writing, specifying the date of payment or payment of the Note.

**T. Payment of Premiums.** Lender may require Borrower to pay any sums due under the Note or in writing, specifying the date of payment or payment of the Note.

**U. Payment of Premiums.** Lender may require Borrower to pay any sums due under the Note or in writing, specifying the date of payment or payment of the Note.

**V. Payment of Premiums.** Lender may require Borrower to pay any sums due under the Note or in writing, specifying the date of payment or payment of the Note.

**W. Payment of Premiums.** Lender may require Borrower to pay any sums due under the Note or in writing, specifying the date of payment or payment of the Note.



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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)]

Mortgage

- 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 contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Daniel R. Bryant  
Borrower  
DANIEL R BRYANT

Borrower

Borrower

SEE RIDERS ATTACHED HERETO AND MADE A PART HEREOF

STATE OF ILLINOIS, COOK County, IL

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that DANIEL R BRYANT A BACHELOR

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

Given under my hand and official seal, this 13<sup>th</sup> day of JANUARY, 1987.  
My Commission expires: 4/13/88

Sandra P. Jette  
Notary Public

(Space Below This Line Reserved for Lender and Recorder)

87025260

ACCOUNT NUMBER 00000865345

BOX #165

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1987 JAN 14 PM 12:11

87025260

**ADJUSTABLE RATE  
MORTGAGE RIDER****UNOFFICIAL COPY**CITICORP SAVINGS  
7.625% Citicorp Savings of Illinois  
A Federal Savings and Loan Association

Loan Number: 00000865345

**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 13TH day of JANUARY , 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

1236 W FULLERTON #J, CHICAGO, IL 60614

**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 7.625 %. The Note interest rate may be increased or decreased on the FIRST day of the month beginning on FEBRUARY 1ST , 19 88 and on that day of the month every 12 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)  The weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 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 6.625 percentage points ( 6.625 %) from the Initial Rate of Interest.

Before each Change Date the Note Holder will calculate the new interest rate by adding 2.75 percentage points ( 2.75 %) 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 2.00 percentage points ( 2.00 %) 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.

\*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.

DANIEL R. BRYANT

(Seal)  
Borrower(Seal)  
Borrower(Seal)  
Borrower(Seal)  
Borrower

## CONDOMINIUM RIDER

LOAN NUMBER: 000865345

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CITICORP SAVINGS

87025260  
Corporate Office  
One South Dearborn Street  
Chicago, Illinois 60603  
Telephone (312) 977-8000

THIS CONDOMINIUM RIDER is made this 13<sup>TH</sup> day of JANUARY, 1987, 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: 1236 W. FULLERTON #J CHICAGO, IL 60614  
(Property Address)

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

## SURREY COURT 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;

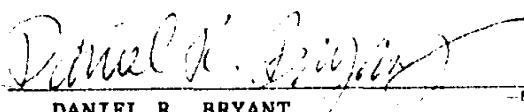
(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(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.

  
\_\_\_\_\_  
DANIEL R. BRYANT

--Borrower

--Borrower

\_\_\_\_\_  
--Borrower\_\_\_\_\_  
--Borrower

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