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)

ACCOUNT NUMBER 00000869701

THIS MORTGAGE ("Security Instrument") is given on JANUARY 15TH 1987 . The mortsagor is (SHEILA ELCOCK DIVORCED AND NOT RE-MARRIED

("Borrower"). This Security autrument is given to Citicorp Savings of Illinois, a Federal Savings and Loan Association, which is organized and existing under the 'ews of The United States, and whose address is One South Dearborn Street, Chicago, Illinois 60603, ("Lender"), Borrower twe Lender the principal sum of THIRTY-FIVE THOUSAND AND 00/100 Dollars (U.S. \$ 35,000.00). 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 FEBRUARY 01 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 (the sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borr wir's covenants and agreements under this Security Instrument and the Note: For this purpose, Borrower does hereby mortgage, a unit and convey to Lender the following described property located in the County of COOK State of Pinois.

LOT 84 IN CUMMINGS AND FARGO'S AUGUSTA STREET ADDITION BEING A SUBDIVISION OF THE EAST 5/8 (EXCEPT THE WEST 8 FEET THEREOF DEDICATED FOR ALLEY) OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS RECORDING

1.D. \$16-04-408-024 D. G.G.O

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RETURN TO BOX

which has the address of 1048 N LE CLAIRE AVE

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CHICAGO

Illinois ("Property Address");

TOORTHER 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 properly. 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 seised 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 use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

CITICORP SAVINGS FORM 36338 3/85 PAGE 1

Lender agrees to the merger in writing.

The proceeding the contents of Lender's Eights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and Spraceding 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's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations) then Lender and do and pay for what are proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations) then Lender and do and pay for what are proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations) then Lender and do and pay for what are proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations) then Lender's actions may include paying and pay for the Property of protect the value of the Property and Lender and pay for any account, paying reasonable attorneys' free and entering on the Property to make repairs. Although Lender may take action under this paragraph? Lender does not have to do and entering on the Property to make repairs. Although Lender may take action under this paragraph? Lender does not have to do

6. Preserveties and Maintenance of Property; Lemekolds. Borrower shall not desiroy, damage or substantially change the Property, allow the Property, allow the Property to detectorate or commit waste. If this Security instrument is on a teaschold, Borrower shall comply with the provisions of the lease, and it Borrower sequires fee title to the Property, the lease, and it Borrower acquires fee title to the Property, the lease, and it Borrower acquires fee title to the Property, the lease feet and it is a feet and it is the provision of the Property of the lease, and it is the feet and it is the provision of the lease, and it is the lease, and it is the lease a

Unless Londer and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments: If under paragraphs I and S or change the amount of the payments: If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property are the ecquirition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to re to atton or repair of the fraging. If the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be a, o'led to the sums to deep by this fastitument, whether or not then due, with any excess paid to Borrower at a done the Property of the fastitument, whether or not not her insurance carrier may secured by this Security collect the insurance proceeds. Lender may use the proceeds to repair of restore the Property or to pay sums secured by this Security collect the insurance of the collect the fastitument. The 30-day period will begin when the notice is given.

witing the theurance shall be chosen by Borrower subject to Lender's approval which shall have a unreasonably withheld.

As includes a star day and renewals shall be acceptable to Lender and shall include a star day an inortage clause. Lender shall shound the hold the policies and renewal notices are receipted of part and renewal notices in the event of loss, Borrower shall give promptly give to Lender all receipts of part and renewal notices. In the event of loss, Borrower, and give promptly by Borrower.

A. Chargest Lean. Borrower shall pay all taxe. A resuments, charges, fines and impositions attributable to the Property which may estain priority over this Security Instrument, and Leachold payments or ground rents, if any. Borrower shall promptly furnish to Lender at notices of amounts to be paid under this paragraph. If Borrower shall promptly furnish to Lender at notices of amounts to be paid under this paragraph. If Borrower shall promptly furnish to Lender of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly unit it to Lender receipts evidencing the payments.

the sums seemed by this Security Instrument to inter at due; and leaf, to brepsyment charges due under paragraphs (blues applied, to inter barrantes or psyments received by Lender the Mote; third, to be applied the under paragraphs of psyments received by Lender the Mote; third, to be applied the under paragraphs of the under paragraphs of the under paragraphs of the under paragraphs.

deficiency in case of more payments v.v. required by Lender. Upon payment in the first promptly refund to Borrower any Funds bed by Lender shall promptly refund to Borrower any Funds by Lender, Lender shall apply, no later than immediately by Lender, Lender shall apply, no later than immediately by Lender at the time of application as a credit against to dark and the front of its acquired by Lender at the time of application as a credit against

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The Funds shall be beld in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agreed the carton of Lender and institution the deposits of the Funds to pay the estrow items. Lender may not sentence the applying the estrow items, unless Lender pays Borrower in the Funds to pay the former and Lender pays Borrower in the Funds in writing that in the fines are applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that in the fines on the Funds in the fines an agreement is made or applicable law requires interest to be paid. Lender shall not be required in the founds on the Funds are an annual accounting of the Funds are and debits to the Funds and the Funds are made. The Funds are additionally with the Funds and the Funds was made. The Funds are additionally with the Funds and debits to the Funds was made. The Funds are additionally with the Funds and debits to the Funds was made. The Funds are

2. Furth the day most leaves are leaves are labeled to applicable law or to a written waiver by Lender, Borrower shall pay to Lender as the day for the More is paid in full, a sum ("Funds") equal to one-twellth space and tenserable may attain priority over this Security Instrument; (b) yearly leasehold payments or ground states on the Property, if any; (c) yearly hearth hearth hearth hearth is not fault on the result in the Funds and reasonable estimates of future and contrast data and reasonable estimates of future and contrast data and reasonable estimates of future and contrast data and reasonable estimates of future.

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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 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.

3. Impaction. Lender or its 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 specifying reasonable cause for the inspection.

9. Condemnation 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 even, or total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then die, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in virting, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following faction: (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 aband in 3 by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damage., B frower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the rio ceds, 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 tgree 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; Forbearance P. Lender Not a Waiver. Extension of the time for payment or modification of 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's successors in interest. Lender shall not be required to commence proceedings against any successor in interest of refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of ary dimand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or medy shall not be a winver of or preclude the exercise of any right or remedy.
- Successors and Assigns Bound; Joint and Several Lia fility Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Londor and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Bo rower 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 that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally of it and to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend m dify, 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 Security Instrument is except to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be offered in connection with the loan exceed the permitted limits, then: (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 permitter units 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.
- 13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable law has the effect of rendering any provision of the Note or this Security Instrument unenforceable 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 by prograph 19. If Lender

exercises this option, Lender shall take the steps specified in this second paragraph of pargraph 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 class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice 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 Lender when given as provided in this paragraph.

Governing Law; Severability. 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 this 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 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 exercise is prohibited by federal law as of the date of this Security

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 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 then would be due under this Security Instrument and the Note had no 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 paragraphs

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NON-LINIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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2-4 FAMILY RIDER (Assignment of Rerus) OFFICIAL COPP (Assignment o

ACCOUNT NUMBER 000869701

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

THIS 2-4 FAMILY RIDER is made this 15TH day of JANUARY , 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: 1048 NORTH LE CLAIRE AVENUE CHICAGO, IL 60651

(Property Address)

- 2-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. Use of Property; Compliance With Law. Borrower shall not seek, agree to make a change in the use of the Property or its zoning clasification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. Sur ore inste Liens. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- C. Rent Loss in addition to the other hazards for which insurance against rent loss in addition to the other hazards for which insurance is required by Ut iform Covenant 5.
 - D. "Borrowers First t To Reinstate" Deleted, Uniform Covenant 18 is deleted.
- E. Assignment of Leves. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- F. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument. Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. The assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all ents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the sucurity Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the hor of the pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and ness not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Coperty before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lenue. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. Cross-Default Provision. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

By Signing Below, Borrower accepts and agrees to the terms and provisions contained in initial-4 Family Rider.

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