

# UNOFFICIAL COPY

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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 (312) 977-5000

ACCOUNT NUMBER 00000890596

87175380

THIS MORTGAGE ("Security Instrument") is given on MARCH 27TH,  
1977. The mortgagor is JOE D KILPATRICK AND  
WENDY WISE HIS WIFE

("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 SEVENTY-THOUSAND AND 00/100 Dollars (U.S. \$ 70,000.00). 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 APRIL 01 2017.

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 the County of COOK, State of Illinois.

LOT 11 AND THE NORTH 10 FEET OF LOT 12 IN ARTHUR MCINTOSH'S CENTRAL WOOD ADDITION TO EVANSTON, A SUBDIVISION OF PART OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

F.A.O.

I.D. #10-11-303-028-0000 411X

87175380

which has the address of 2428 RIDGEWAY EVANSTON

Illinois	60201	(Street) (Zip Code)	(Property Address);	(City)
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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 use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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6. **Preservation and Maintenance of Property; Leases;** 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 not merge unless

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed one-half (1/2) of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the property shall pass to the extent of the sums secured by this Security instrument immediately prior to the date of the acquisition.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair or replacement of the property damaged, if the restoration of repair is economical; feasible and Lender's security is not lessened; if the restoration of the property or equipment within 30 days notice of loss received, Lender may use the proceeds to restore the property to pay sums secured by this instrument, whether or not then due. The 30-day period will begin when the notice is given.

All insurance policies and rewards shall be applicable to Under and Sub Insureds who are otherwise covered.

5. **Hazardous Properties.** Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage", and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier pre-viding the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

power makes these payments directly. Borrower shall promptly return to Lender all notes or amounts to be paid under this paragraph, if Borrower shall promptly furnish to Lender evidence satisfactory to Lender that it has made payment in full.

permitted to the use of the property or its sale prior to the date shown on the Deed, and it stands ready to defend the same against any claim or action to recover possession of the same.

Upon payment in full of all sums now or hereafter due by this instrument, Lender shall promptly return to Borrower any funds advanced in any of the above described ways, as evidenced by records.

Interest shall be paid at the funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be entitled to pay, before or after the funds. Interest on earnings on the funds. Lender shall give to Borrower, without charge, an annual account showing credits and debits to the funds and the purpose for which each debit is to the funds was made. The funds are pledged as additional security for the sums secured by this security instrument.

The Funds shall be held in an institution the deposits of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the funds to pay the escrow items. Lender may now charge for holding and applying the funds, and/or the account of verifying the escrow items, unless Lender pays Broker's fees and expenses for such a charge. Broker and Lender may agree in writing that in certain cases Lender is not liable for such a charge.

- 1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note until the Note is paid in full a sum ("Funds") equal to one-twelfth

consists of three parallel horizontal layers of alternating sandstone and dolomite.

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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 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 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 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' 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 without charge to Borrower. Borrower shall pay any recordation costs.

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

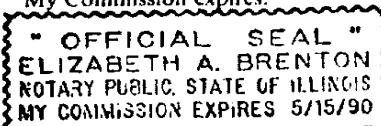
*Joe D Kilpatrick* *Wendy Wiese*  
JOE D KILPATRICK WENDY WIESE  
—Borrower —Borrower  
—Borrower —Borrower

STATE OF ILLINOIS, Lake County ss:

I, THE UNDERSTGNED, a Notary Public in and for said county and state, do hereby certify that JOE D KILPATRICK AND WENDY WIESE HHS MTE

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEIR signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27<sup>th</sup> day of March, 1987  
My Commission expires:



(Space Below This Line Reserved For Lender and Recorder)

*Elizabeth A. Brenton*

Notary Public

ACCOUNT NUMBER 00000890590

BOX #165

