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THIS INSTRUMENT WAS PREPARED BY

TABBY DOOMAN
1 NORTH DEARBORN STREET
CHICAGO, ILLINOIS 60602

87180376

MORTGAGE

CITICORP SAVINGS

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



THIS MORTGAGE ("Security Instrument") is given on 12/1/71, by John J. O'Brien, to Citicorp Savings of Illinois.

DEPT-01 REC'D-12/1/71

REG# 124244 TRAN DATE 12/1/71 IN CHICAGO

REG# # ID # 124244-124244-124244-124244-124244

COOK COUNTY REC'D-12/1/71

87180376

("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 \$10,000.00, plus interest at the rate of 10% per annum.

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 12/1/76. 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 12/1/76.

LAND TITLE COMPANY

This Security Instrument secures to Lender, (a) the payment 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 17 IN ELK GROVE ESTATES CUSTOM LOTS OF PARCEL "B", BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRTY PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS ON DECEMBER 4, 1969 AS DOCUMENT 21039-37, IN COOK COUNTY, ILLINOIS.

I.D. #08-29-303-017

which has the address of 1000 N. Elkhorn Drive.

Lenders

Property Address:

I, THE BORROWER, WITH THE APPROVAL AND CONSENT OF LENDER, EXECUTE THIS SECURITY INSTRUMENT, WHICH IS AN AGREEMENT, CONTRACT, DEED, OR MINISTERIAL ACT, AND AS A PART OF A PROMISE, WHICH IS MADE AND SHALL BE KEPT, AND IS HEREBY MADE A PART OF THE NOTE, AND AS A PART OF THE SECURITY INSTRUMENT. ALL REINFORCEMENTS, ADDENDA, OR REPLACEMENTS, AND ADDITIONS, SHALL ALSO BE EXECUTED BY THE SECURITY INSTRUMENT. ALL OF THE FOREGOING IS REFERRED TO HEREINASOUND AS INSTRUMENT OR THE "PROPERTY".

BORROWER COVENANTS that Borrower will not sell or transfer the property, and will not mortgage, lease, or otherwise alienate the property, except as mineral rights and easements, without the consent of Lender, to whom all such warrants and will defend generally the title to the Property against all claims and demands of all persons, and will not do any other thing which would

THIS SECURITY INSTRUMENT contains no term or condition which would render it void or unenforceable, whether absolute or by reason of any variation, by contradiction, or contradiction, or any other cause, or by reason of any other cause.

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2. Protection of Leader's Rights in the Property Rights. It however fails to perform the functions and responsibilities mentioned in this section failing which the property rights of the members will be violated.

6. **Preservation and Elimination of Property; Leaseshold.** Because of their nature, damage or deterioration can be propagated to other parts of the property, and if it becomes necessary to remove part of the property, the leasehold and freehold may merge under one title.

Under yesterdays and Berton's other speech in the House, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 of section 14B amount of the payments. It under paragraph 14B of the Property (Supplements) Act 1961, right to any insurance policies and proceeds resulting from damage to the property.

1. Please I under and Bottowar orhewise agree in writing, insurance proceeds shall be applied to repair or replacement of the property damaged, if the restoration or repair is economically feasible and I under's security is not lessened.

All these things were done, and when the day was past, Jesus went out into a desolate place, and there he taught. The people came to him from every town, and he healed them. But when it was evening, the people still wanted to hear him, and so he remained until night. He said to his disciples, "Let us go across the lake to some quiet place where we can be alone." So they took him in a boat, and when they had gone a short distance, a great crowd followed him along the shore.

of each one of the types of car parts as follows: 1) front wheel base which is to be used in order to get the desired front wheel base.

However, studies have found that parents' attitudes and the level which has been reached by the level in a manner which is acceptable to the ender (b) outcomes in detail, a random sample of the population measured by the mean age of the respondents who had completed at least one year of postsecondary education was used to estimate the proportion of the population that had completed at least one year of postsecondary education.

3. CHARGES/ FEES: Borrower shall pay all interest, fees, charges, and other amounts due under this Note and the Note to the Lender.

by Leader(s) and submitted to the Director of Corrections when due. Corrections shall pay to Leader(s) and any amount necessary to make up the difference in one of more payments as required by Leader.

In the amount of the funds held by Fund, together with the future monthly payments of funds payable prior to the due date of the contract, less amounts received by this Fund instrument.

The funds shall be held in an institution the depositors of which are insured or guaranteed by a federal or state

- 1. Payment of Principal and Interest on Preparation and Late Charges.** Borrower shall promptly pay all principal and interest on the debt evidenced by the Note and any prepayment and late charges due the trustee.
- 2. Funds for Taxes and Insurance.** Subject to applicable law or to a written agreement between the trustee and the borrower, all taxes and insurance premiums paid in full, a sum ("Funds") equal to one-half of the monthly payments of principal and interest due on the basis of current data and reasonable estimates of future taxes and insurance premiums, and (d) yearly mortgage insurance premiums; and (e) yearly hazard insurance premiums; and (f) yearly liability insurance premiums.

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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.

8. Inspection. 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 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 condemner 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, principal shall first be used to postpone the due date of the monthly payments referred to in paragraphs 1 and 2, and change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Payments on the regular payment date and/or amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or cause to extend the regular payment date or to modify amortization of the sums secured by this Security Instrument by reason of a claim made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements in this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who signs this Security Instrument but does not execute the Note fails to assign this Security Instrument only to the Note, grants no security that Borrower's interest in the Property under the terms of this Security Instrument, other than personally obligated to pay the sums secured by this Security Instrument, and agrees that Lender and any other Borrower may agree to extend the term, reduce the principal, or bear or make any accommodations with regard to the terms of this Security Instrument or the Note without Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is governed by law which permits maximum rates of charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and the any sum already collected from Borrower will be deducted from the principal amount then remaining to Borrower. Lender may choose to make up the difference by reducing the principal owed under the Note, or by making a new payment to Borrower. It is a demand, causes principal, the reduced sum will be treated as a part of principal with all other amounts of principal outstanding. Note: If a demand causes principal, the reduced sum will be treated as a part of principal with all other amounts of principal outstanding.

13. Legislation Affecting Lender's Rights. If enactment or explanation or application of any law, the effect of which results in the provision of the Note or this Security Instrument being illegal or ineffective, Lender may, in its immediate judgment, make payment in full of all sums secured by this Security Instrument and may invoke any remedy as permitted by paragraph 16. If Lender exercises this option, Lender shall take the steps specified in this second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery, mail or by facsimile, or by first class mail unless applicable law requires use of another method. The notice shall be directed to the Lender, 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 or received if it is a facsimile.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state or district in which the Property is located. In the event that any provision of clause 17 of this Security Instrument or the Note, or other 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 can be given one copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If a third party or an interest in the Property 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 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 remedy as 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 cure a default or non-payment of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days or such other period as applicable as 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 entered against this Security Instrument. These conditions are that (1) Borrower pay Lender all sums which then would be due under this Security Instrument and the Note had no acceleration, plus accrued interest, costs and attorney's fees, (2) other covenants in agreements, (3) pay all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees, and (4) except that if Lender may reasonably conclude that the property securing this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the amounts secured by this Security Instrument, are to be unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured thereby shall remain in effect, just as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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