

UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY: LYNN BAUTISTA  
ONE NORTH DEARBORN STREET  
CHICAGO, ILLINOIS 60602

**CITICORP SAVINGS**

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

**MORTGAGE**

ACCOUNT NUMBER 00000901603

87240992

THIS MORTGAGE ("Security Instrument") is given on APRIL 17TH, 1987. The mortgagor is ALAN R GRAHAM AND LYNN S GRAHAM 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 TWO HUNDRED FIFTEEN THOUSAND AND 00/100 Dollars (U.S. \$ 215,000.00). 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 MAY 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 1 IN CHARLEMAGNE EAST, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

I.D. #04-05-314-001

DEPT-01 RECORDING \$14.00  
137444 TRAM 1347 05/05/87 15:57:00  
# D. # 87240992  
COOK COUNTY RECORDER

which has the address of 3585 DAUPHINE AVENUE NORTHBROOK, ILLINOIS 60062 ("Property Address");

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.

14<sup>00</sup>

6897  
9711L83

87240992

87240992

Any amounts disbursed by Lender under this Security Instrument shall be deemed to be disbursed by Lender to the Borrower secured by this Security Instrument. Unless Borrower and Lender agree in writing, all interest shall be paid to Lender on the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

10.

any sums secured by a lien which has priority over the Security Instrument, upon filing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Lender agrees to the merger in writing. Lender agrees to the merger in writing. Lender agrees to the merger in writing. Lender agrees to the merger in writing.

6. Preservation and Maintenance of Property; Leaseholds. 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 and the leasehold shall not merge unless the Property, the Security Instrument, or the leasehold is assigned, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold shall not merge unless Lender agrees to the merger in writing.

5. Hazard Insurance. Borrower shall keep the improvements now existing on the Property insured against loss by fire, hazards included within the form of extended coverage, and any other hazards for which Lender carries in-coverage. This insurance shall be maintained in the amount and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly provide Lender with all receipts of premium and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurer, Lender and Lender may make proof of loss if not made promptly by Borrower.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, liens and impositions attributable to the Property which may attach or become due over this Security Instrument or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Lender shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due and the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to late charges, and last, to principal due.

2. Funds for Taxes and Insurance. Subject to applicable law and late charges due under the Note, Borrower shall 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. 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. 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.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower and Lender covenant and agree as follows: UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

Upon payment in full of all amounts secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition, by Lender, any funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due and the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to late charges, and last, to principal due.

Charges; Liens. Borrower shall pay all taxes, assessments, charges, liens and impositions attributable to the Property which may attach or become due over this Security Instrument or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Lender shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Hazard Insurance. Borrower shall keep the improvements now existing on the Property insured against loss by fire, hazards included within the form of extended coverage, and any other hazards for which Lender carries in-coverage. This insurance shall be maintained in the amount and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly provide Lender with all receipts of premium and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurer, Lender and Lender may make proof of loss if not made promptly by Borrower.

Preservation and Maintenance of Property; Leaseholds. 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 and the leasehold shall not merge unless the Property, the Security Instrument, or the leasehold is assigned, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold shall not merge unless Lender agrees to the merger in writing.

Any amounts disbursed by Lender under this Security Instrument shall be deemed to be disbursed by Lender to the Borrower secured by this Security Instrument. Unless Borrower and Lender agree in writing, all interest shall be paid to Lender on the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

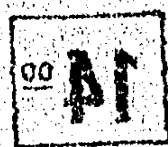
10. Any sums secured by a lien which has priority over the Security Instrument, upon filing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Lender agrees to the merger in writing. Lender agrees to the merger in writing. Lender agrees to the merger in writing. Lender agrees to the merger in writing.

9. Preservation and Maintenance of Property; Leaseholds. 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 and the leasehold shall not merge unless the Property, the Security Instrument, or the leasehold is assigned, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold shall not merge unless Lender agrees to the merger in writing.

8. Hazard Insurance. Borrower shall keep the improvements now existing on the Property insured against loss by fire, hazards included within the form of extended coverage, and any other hazards for which Lender carries in-coverage. This insurance shall be maintained in the amount and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly provide Lender with all receipts of premium and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurer, Lender and Lender may make proof of loss if not made promptly by Borrower.

7. Charges; Liens. Borrower shall pay all taxes, assessments, charges, liens and impositions attributable to the Property which may attach or become due over this Security Instrument or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Lender shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

6. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due and the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to late charges, and last, to principal due.



2000021

824667



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 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 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 by 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 or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of an extension or demand 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 of 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 co-signs this Security Instrument but does not execute the Note: (i) 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 obligated to pay 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 Security Instrument is subject 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 collected 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 permitted limits 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 paragraph 19. 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 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.

15. **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 Instrument.

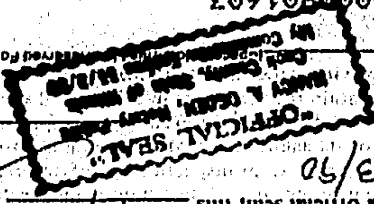
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums 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 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 13 or 17.

87240992

ACCOUNT NUMBER 0000901603

BOX #165



Given under my hand and official seal, this 17 day of August, 2009, My Commission expires: 11/3/10

signed and delivered the said instrument as subscribed to the foregoing instrument, appeared before me (this day in person, and acknowledged that personally known to me to be the same Person(s) whose name(s) they ARE

ALAN R GRAHAM AND LYNN S GRAHAM, HIS WIFE, hereby certify that

THE UNDERSIGNED

STATE OF ILLINOIS, County of Cook

ALAN R GRAHAM Borrower

LYNN S GRAHAM Borrower

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witness Signature: Lynn S. Graham

Adjustable Rate Rider  Graduated Payment Rider  Other(s) [specify]

Condominium Rider  Planned Unit Development Rider  2-4 Family Rider

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))

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property, and agrees to execute this Security Instrument without charge to Borrower. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, and then to the sums secured by this Security Instrument, including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

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 paid 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 attorney's fees, and then to the sums secured by this Security Instrument.

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 in 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 attorney's fees and costs of litigation.

18. NON-UNIFORM COVENANTS. Borrower and Lender further covenant, and agree as follows:

17. Acceleration. 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 paid 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 attorney's fees, and then to the sums secured by this Security Instrument.

16. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, and then to the sums secured by this Security Instrument, including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

15. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property, and agrees to execute this Security Instrument without charge to Borrower. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

8724092