THIS INSTRUMENT WAS PREPARED BY: GLYNIS GLOVER

ONE NORTH DEARBORN STREET CHICAGO, ILLINOIS 60602

MORTGAGE

200821 2all

CITICORP SAVINGS

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

ACCOUNT NUMBER 00000896472

THIS MORTGAGE ("Security Instrument") is given on BT. The mortagor is (MARK F VOIGHT AND ARY A FATTIN-VOIGHT HIS WIFE HARY A

APRIL 24TH, 87247641

("Borrower"). This Security instrument is given to Citicorp Savings of Illinois, a Federal Savings and Loan Association, which is organized and existing under the lows of The United States, and whose address is One South Dearborn Street, Chicago, Illinois 60603. ("Lender"). Borrower owe Lender the principal sum of SIXTY-TWO THOUSAND TWO HUNDRED AND 60603. ("Lender"). Borrower ower vender the principal sum of 62,200,00. This debt is evidenced 00/100 Dollars (U.S. \$

by Borrower's note dated the same date at this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MAY 91, 2017 debt, if not paid earlier, due and payable car

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 Horr wer's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, a unt and convey to Lender the following described property located in Olynin Clerk's Office COOK the County of , State of Physis.

SEE ATTACHED RIDER

which has the address of

1443 ROSEMONT AVENUE #2W

Street

CHICAGO

[City]

Illinois

("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 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 of last 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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NON-UNITORM 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, forcelosure 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 cared 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' tees 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, I ender (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 I ender 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 at-

torneys' fees, and then to the sums secured by this Security Instrument.

without charge to Be crower. Borrower shall a 22. Waiver of He mestead. Borrower 23. Riders to this security Instrument Security Instrument, the experiment and agreed the covenants and agreement of this Security box(es)]	er waives all right of homestead exemption if 1. If one or mo-c riders are executed by Bo- ments of each such rider shall be incorporated Instrument as if the rider(s) were a part of this	o the Property. orrower and recorded together with this d into and shall amend and supplement Security Instrument, (Check applicable
Adjustable Rate Rider	LKYCondominium Rider	2-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	
L.J. Other(s) [specify]		
In WITNESS WHEREOF, Borrower has executed	this Mortgage.	
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MARK F VOIGHT	MARY A PATTO	N-VOTGHT -Bollower
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	4/2"	
ACTION TO A MARCOL ACTION AC	-BOHOWS	A PART HEREOF
State of Italiois,	County ss:	4,
THE UNDERSIGNED	, a Notary Pul	blic it and for said county and state, do
bereby certify that		
MARK F VOI	OV-MOTTAR A YRAM (INA THO)	THE TANK WERE.
subscribed to the foregoing instrument, appearsigned and delivered the said instrument as	ersonally known to me to be the same Person(sed before me this day in person, and acknowle THE TK free and voluntary act, for t	dged thatOHEY
Given under my hand and official seal, th	24th ADI	ELC 10 87
My Commission expires: $1/-14-88$	Process In	Bulu,
	Notae	y Subsice
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ACCOUNT NUMBER 00000896472	2 BOX #1	65

187 - 2476A1

UNOFFICIAL COPY

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and I ate 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 ("Eurods") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly feasehold payments or ground rents on the Property, it any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, it any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits of accounts of which are insured or guaranteed by a federal or state agency (including 1 ander if 1 ender is such an institution). I ender shall apply the Funds to pay the excrow items. I ender may not charge for holdin, and applying the Funds, analyzing the account or verifying the excrow items, unless I ender pays Borrower interest on the Funds and applicable law permits I ender to make such a charge. Borrower and I ender may agree in withing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, I ender shall not be required to pay Borrower are interest or earnings on the Funds. I ender shall give to Borrower, without charge, an annual accounting of the Funds showing ere fits and debits to the Funds and the purpose for which each debit to the Funds was made. The I unds are pledged as additional securit, for the sums secured by this Security Instrument.

If the amount of the a moss held by I ender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Bostower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by I ender is not sufficient to pay one escrow items when due, Borrower shall pay to I ender any amount necessary to make up the deticiency in one or more payments as (equived by Lender.)

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

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

4. Charges; Liens. Borrower shall pay all taxes, assertaints, charges, tines and impositions attributable to the Property which may attain priority over this Security Instrument, and Fasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not pake a hat manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lende, of provides of amounts to be paid under this paragraph. It Borrower makes these payments directly, Borrower shall promptly furnish 5.4 ender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acter table to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the center's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the nolder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any plat of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identitying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or her, ther erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other by wide for which Lender requires insurance. This insurance shall be maintained in the amounts 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 1 ender and shall include a standard in magage clause. Under shall have the right to hold the policies and renewals. If I ender requires, Borrower shall promptly give to 1 ender all teceipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and I ender. I ender may make proof of loss if not made promptly by Borrower.

Unless I ender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, 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 applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. It under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless I ender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or Lender's rights in the Property (such as a proceeding in bankruptcy, probate, tor condemnation or to enforce laws or regulations) then I ender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although I ender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 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.

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THIS INSTRUMENT WAS PREPARED BY: CLYNIS CLOVER

CHICAGO, ILLINOIS 60602 ONE NOKIH DEARBORN STREET

CITICORP & SAVINGS

MORTGAGE

Ce 1835 (2)

19lephone (1.312.977.5000) Corporate Office One South Dearborn Street Chicago, Illinois 60603

ACCOUNT NUMBER COCCOORPARTS

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by Borrower's note dated the same dere as this Security Instrument ("Mote"), which provides for monthly payments, with the full debt, if not paid earlier, due and payob's on debt, if not paid earlier, due und pagable on baanabiya si Hab aidT (60 , 005 , 25 Pollars (U.S. \$ 60603. ("Lender"). Borrower over Lender the principal sum of organized and existing a rider he laws of The United States, and whose address is One South Dearborn Street, Chicago, Illinois 60603, ("Lender"), Borrower ove. Lender the principal sum of \$3.5.7.7 [th] ("Lender"), Borrower ove. Lender the principal sum of ("Borrower"), This Section is given to Chleory Savings of Illinois, a Federal Savings and Luan Association, which is

ON COOK COOK COOK , Star of Illinois. go Kiuno y agi Note. For this purpose, Borrower does hereby mortging grant and convey to Lender the following described property located in this Security Instrument; and (c) the performance of To rower's covenants and agreements under this Security Instrument and the tensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of This Security Instrument secures to Lender: (1) the tepayment of the debt evidenced by the Note, with interest, and all renewals, ex-

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...хизфолдь, эф sp иющинки) xi erungs and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Securirents, toyalites, mineral, oil and gas rights and protitis, water rights and stock and all lixtures now or hereafter a part of the proper 1003-1414 WILLIA all the improvements now in hereafter erected on the property, and all easements, rights appurtenances

will defend generally the fule to the Property against all claims and demands, subject to any encumbrances of record. grant and consey the Property and that the Property is unencounbered, except for encounbrances of record, Borrower warrants and HORROMER COLESCALS that Hollower is lawfully seised of the estate hereby conveyed and has the right to mortgage.

variations by jurisdiction to constitute a uniform security instrument covering real property. 1413 SECTRUM INSTRUCTOR Compines uniform coverage for national use and non-uniform coverages with limited

UNOFFICIAL COPY

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.

 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 (1) to tall taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due. Aith any excess paid to Borrower, In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in whiting, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following Location: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property, in mediately 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, corrower fails to respond to Lender within 30 days after the date the notice is given, I ender is nuthorized 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 met men 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 in paragraphs 1 and 2 or change the amount of such payments.

10. Horrower Not Released; Forhearwice By Lender Not a Walver. 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 hability of the original Borrower or Horrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or reluse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any a mand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy.

11. Successors and Assigns Bound; Joint and Several Lia? dity Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Vender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any dorrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to moving ge, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally objected to pay the sams secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, and diff, 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 so eject 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 Bote of heaviling a direct payment to Borrower. It a refund reduces principal, the reduction will be treated as a partial prepayment without any propayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable less ras the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, I ender, at its o aion, 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, I ender shall take the steps specified in this second paragraph of pargraph 17.

14. Notices. Any notice to Horrower provided for in this Security Instrument shall be given by Jeliy ring it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the fire perty Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class that 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 for if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without I ender's prior written consent, I ender 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 I ender 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.

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29. Lender in Possession. Upon acceleration under paragraph 19 or abandomment of the Property and at any time prior to the expiration of tedemption following judicial safe; I ender (in perior) by accit or by judicially appointed including, but not limited to, reasonable attorneys! fees and costs of title evidence. , Pel rigaragarad sint ni babizorg saibomor ant gnineruq ni barruani sasnoqza dia toolloo or babiruna ad llank rabno. Lambessoriq linisibut, gd Inomustent, glingood eith oeulootot, gam ban banmob vodisul tuodtier tromustent, gisuose eith, gd bosnoos eithe tu flut ni trom foreclosure. If the default is not eared on or defore the date specified in the notice, at its option on being paybun notharalassa of va worvod to segalab radio gin to thinlab is to sensizize non adjignibassoriq srusolsavol adt ni frazzi of fina adj hun notined and a state of the Property. The notice shall further introf wor to the infinite and the state are designed in the content and the infinite acceleration. Ad selection of the missing Arthuras side of beauties sinus and to modurate our in these gam estimated in the formal in the formal tention of the contract of the formal tention no the from the dute the notice is given to Horrower, by which the default must be cured; and (d) that failure to cure the default no nun seal ton (studies slud specify; (n) the default; (d) the action required to cure the default; (e) a date, not less foun

the Property and collection of tents, including, but not limited to, receiver's lees, premiums on receiver's bonds and reasonable at sluding those past due. Iny tents collected by Lender or the receiver shall be applied bust to payment of the costs of management of received shall be entitled to enter upon, take possession of and manage the Properts and to collect the rents of the Property in

running from the to the sums seemed by this Seeurif, Instrument,

oldualiqqu ezolnu 71-bru či silquagaanq tobun noitarologu ot toitq ton tud) tramuatent gitmook eith ni tromooga to trunovog gru To distance the state of the st NON UNIFORM COVENANTS. Bottower and Lender further covenant and agree as follows:

CITICORP SAVINGS
OFFICIAL COPY One South Dearborn Street CONDOMINIUM RIDER ACCOUNT # 0008964 2

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

THIS CONDOMINIUM RIDER is made this 24TH day of APRIL and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Intrument") 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: 1443 ROSEMONT AVENUE #2W

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

(Namu of Condominum 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. Cond iminium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Construent Documents. The "Constituent Documents" are the: (i) Doclaration or any other document which creates the Condominarm Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Becover shall promptly pay, when du i, 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 Lander and which provides insurance coverage in the amounts, for he periods, and against the hazards Lender requires, including fire and hazards included within the term "extended cover ac." then:
- (b) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one twelfth of the yearly premium installments for fazard 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 secured coverage is provided by the Owners Association policy

Borrower shall give Lender prompt not any lapse in required hazard insurance coverage.

In the event of a distribution of ha and insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common olderwise, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Society 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 are optable 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 Berrower 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 fieu of condomnation, as bareby 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 Condominion 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 Londor;
 - termination of professional management and assumption of self-management of the Owners Association;
- (iv) any action which would have the offect of rendering the public flability, insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when clied, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borro ver secured by the Security Instrument. Unless Borrower and Londer agree to other terms of payment, these amounts shall bear alterest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borroson agreesting payment.

By Signing Below, Borrower accepts and agrees to the terms and provisions contained in this Condominion Federa

MARY A PATTON-VOIGHT

or

4:41

UNITS 2-WEST AND G-4 IN 1441-43 ROSEMONT CONDOMINAM, TOGETHER WITH AN UNDIVIDED PERCENT INTEREST IN THE COMMAN ELEMENTS AS 24799637, INT HE WORTHWEST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, DELINEATED AND DEFINED AND DECLARATION RECORNCO AS DOCUMENT NO. FAREE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, 111111018

14-05-109-030-1004 PERMANENT TAX NUMBER

14-05-109-020-1010

(UILL 2-WEST) (DOUBLE G-4)

MORTGAGOR ALSO HEREBY GRANTS TO MORTCALFE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAI) PROPERTY SET FORTH IN AFOREMENTIONED

THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN. THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH

THIS RIDER IS ATTACHED TO AND MADE PART OF THIS MORIGAGE DATED THIS 24TH DAY OF APRIL 1987, A.D. 750 OFFICO