INOFFICIAL COPY :



THIS INSTRUMENT WAS PREPARED BY: DEBBIE BROOKS

One North Dearborn Street

Chicago, Illinois 60602

CITICORP SAVINGS"

MORTGAGE

88405071

Corporate Office

One South Dearborn Street Chicago, Illinois 60803 Telephone (1 312 977 5000)

LOAN NUMBER:

001027531

THIS MORTGAGE ("Security Instrument") is given on 1988 . The morigagor is (DAVID H MILLS, A BACHELOR September 2

("Borrower"). This Security in strument 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 80603. ("Lender"). Borrower over Lender the principal sum of ONE HUNDRED FORTY EIGHT THOUSAND FIVE HUNDRED AND 00/100-Dollars(U.S.\$148,500.00 by Borrower's note dated the same data as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and pay at on October 1, 2018

This Security Instrument secures to Lender: () the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the paymont of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security instrument; and (c) the performance of Portower's covonants 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 COCK County, Illinois:

UNIT NUMBER 2732-B IN THE RACINE COUDCHINIUM, AS DELINEATED ON A SURVEY OF THE FULLOWING DESCRIBED REAL ESTATE!

LOTS 5 AND 6 IN THE SUBDIVISION OF THE SCUTH 1/2 OF THE NORTH 1/2 OF THE EAST 1/2 AND THE NORTH 1/2 OF THE SOUTH 1/2 OF THE EAST 1/2 OF BLOCK B OF OGDEN SHELDON AND COMPANY. SUBDIVISTON OF OUTLOT 44 OF

SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTH WEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRESCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25716401 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

I.D. #14-29-306-041-1005

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN AFOREMENTIONED DECLARATION.

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

THIS RIDER IS ATTACHED TO AND MADE PART OF THE MORTGAGE DATED THIS DAY OF SEPTEMBER 1988, A.D.

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 used and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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THIS INSTRUMENT WAS PREPARED BY: DEBBIE BROOKS

20909 Chicago, Illinois One North Dearborn Street

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2730 NORTH RACINE #2-N

("Property Address");

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which has the address of

is referred to in this Security Instrument as the "Property." a part of the property. All replacements and additions shall also be covered by this Security instrument. All of the loregoing appurtenances, rents, reyalties, mineral, oil and gas rights and profils, water rights and stock and all fixtures now or hereafter TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,

will defond generally the little to the Property against all claims and domands, subject to any encumbrances of record. and convey the Property and that the Property is unoncumbered, except for encumbrances of record. Borrower warrants and BOHROWER COVENAUTS that Borrower is lawfully soised of the estate hereby convoyed and has the right to mortgage, grant

tions by jurisdiction to constitute a uniform security instrument covering real property. THIS SECURITY INSTRUMENT combines uniform covenants for national used and non-uniform covenants with limited varia-

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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 has or to a written waiver by Lender, Borrower shall pay to Leader on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-(weiGh off (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground reats on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any, These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates future escrow items.

The Funds shall be held in an institution the deposits or accounts 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 not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds and the purpose for which each debit to the funds was made. accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, 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 Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency n one or more payments as required by Lender.

Upon payments full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If we fee paragraph 19 the Proporty is sold or acquired by Lendor, Lender shall apply, no later than immediately prior to the sale of the importy or its acquisition by Lender, any Funds held by Lender at the time of application as a castit against application as a credit of ainst the sums secured by this Security Instrument,

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

 Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Sectority testrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower 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, Borrawer shall promptly furnish to Lender 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 lion in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, is sal proceedings which in the Londor's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property, o. (c) secures from the holder of the lien an agreement satisfactory to Lender submitting the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, 12 nder may give Borrower a notice identifying 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 for 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 paricula 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 in clude a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall primptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice (7.4h) insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be v_F filed 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 Londer's security would be lessened, the insurance process shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Forrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered a set U_{ij} 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 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, if under paragraph 19 the Property is acquired by Londer, Borrower's right to any institute policies and proceeds resulting from damage to the Property prior to the requisition shall pass to Leader to the extent of the sums secured by this Security Instrument immediately prior to the acquisition,

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 Lender agrees to the merger in writing.

7. Protection of Lander'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 us a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender 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' fires and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this purigraph 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 Londer to Borrower requesting payment.

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If Lender required mortgage insurance as a condition of making two loan secured by this Security Instrument,

If Lender required mortgage insurance as a condition of making the laan secured by this Security Instrument, Borrowershall 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 Lander's written agreement or applicable law.

- 8. Inspection. Lender or its agent may make reasonable entires 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 fieu 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 Londer 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 no award or sottle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender 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 not then due.

Unless Lender and Borrower otherwise agree in writing any application of proceeds to principal shall not extend or postpone the defaute of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 10. Berrower Not Released. Forbearance By Londer Not a Waiver. Extension of the time for payment or modification of a payment or modification of the sums secured by this Security Instrument granted by Londer 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 any demand made by the original Borrower or Borrower's successors in interest. Any forebearance by Londer in exercising any right or remedy shall not be a waiver of or proclude the exercise of any right or remedy.
- 11. Successors and Assign. Bound; Joint and Several Liability; Co-Signors. The covenants and agreements of this Security Instrument shall bind are conefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenance and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (.,), co-signing this Security Instrument only to mortgage, grant and convey 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. Lann Charges. If the loan secured by this Society Instrument is subject to a law which sets maximum loan charges, and the 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) my sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may those 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 Londor's Rights. If enactment conspiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforce oble according to its terms, Londor, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted paragraph 19. If Londor exercises this option, Londor shall take the stors specified in the 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 methor. 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 a tice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender. Then given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal it wand 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 the 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 Borower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borower is sold or transferred and Borower is not a matural person) without Lender's prior written consent, Lender may, at its option, required 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 Lander exercises this option, Lander 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, Lander may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's light to twinstate. 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 judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Leader all sams which then would be due under this Security Instrument and the Note had not 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 bad occurred. However, this right to reinstate shall not apply in the case of acceleration under the paragraphs 13 or 17. Concord Savings Form 3633C 467 PAGE J OF 4

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19. Acceleration; Remodies. 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 loss than 30 days from the date the notice is given to Berrower, 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 sucured by this Security Instrument, foreclosure by judicial preceding 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. Londer 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 attempys' toes and costs of title evidence.

20. Lunder 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, Londor (in person, by agent or by judicially appointed receiver) shall be untitled to enter upon, take possession of and manage the Property and to collect the roots 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 routs, including, but not limited to, receiver's fees, premiums on receiver's bends and reasonable attorneys' less, and then to the sums secured by this Security Instrument.

21. Rolease. 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. Warver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Ridges to this Security Instrument. If one or more ridges are executed by Borrower and recorded together with this Security Instrument, the coverants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenant, and agreements of the Security Instrument as if the ridor(s) were a part of this Security Instrument, (Check applicable bex(ea))

(X.)	Adjustable Rate (4)d	e.	Condom	inium Ridor		2-4 Family Rider
	Graduated Payment	Fixor [Plannod	Unit Development Rider		
K.	Other(s) [specify]	AD USTABLE	RATE MORT	GAGE CONVERSION	RIDER	
	NG BELOW, Borrow Bulled by Borrower BIX		gas to the te	rms and covenants cont	ained in this So	ocurity Instrument and in any
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BOX #165

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ADJUSTABLE RATE NOFFICIAL COMPOSAVINGS'

Citicorp Savings of Illinois
A Federal Savings and Loan Association
Loan Number 001027531

NOTICE: The Security Instrument secures a Note which contains a provision allowing for changes in the interest rate. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

This Rider is made this 2nd day of September , 19 88 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to secure Debt (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 "Lander"), of the same date (the "Note") and covering the property described in the Security Instrument and located at

2730 NORTH RACINE #2-N, CHICAGO, ILLINOIS 60614

Property Address

MODIFICATIONS. In addition to the covenants and agreements made in the Security Instrument, Berrower and Lender further covenant and agree as follows:

A. Interest Rate and Monthly Payment Changes	
The Note has an "In Delintorest Rate" of 8.625 %. The Note interest rate may be	increased or decreased on the
1st day of the north beginning on April 1 , 19 89 and on the	duy of the month every 6
month(s) thereafter.	
Changes in the interest rate are governed by changes in an interest rate index called the "l	dex". The Index is the: [Check
one box to indicate Index.)	

(1)	* The weekly	average yiel	don 'ani led States Treas	ury securities	adjusted to a cor	nstant mati	urity of	yoar(s), as made
	available by	y the Fudera	l Reserva Board.					
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(2) 🔀	* Tho	weekly	auction	uvarago	(inv stmunt)	yield	on six	month	United	States	Tronsury	Bills

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In no event over the full term of the Note will the interest rate be increased more than Five and 3/8percentage points (5.375 %) from the Initial Rate of Interest.

Before each Change Date the Note Helder will calculate the new interest rate by adding percentage points (3.5 %) to the Current Irde.. However, the rate of interest that is required to be paid shall never be increased or decreased on any single Change I ate by more than One percentage points (1 %) from the rate of interest currently hong paid.

If the Interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

B. Loan Charges

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits and line and this refunded to me. The Leader may choose to make this refund by reducing the principal I owe under the Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

C. Prior Liens

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to tien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement form satisfactory to Lender subordinating that lien to this Security Instrument.

D. Transfer of the Property

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) an increase in the limit on the amount of interest rate change over the full term of the Note, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

• If more than one box is checked, or if no box is checked, and Londer and Borrower do not otherwise agree in writing, the first Indox named will apply to Notes with Change Date one year or more apart and the Second Index will apply to Notes with Change Dates less than one year apart. TD H MILLS (SEAL)

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ADJUSTABLE RATE OFFICIAL COMPOSAVINGS* RIDER

Loan Number: 001027531

THIS ADJUSTABLE RATE MORTGAGE CONVERSION RIDER is made this <u>2nd</u> day of <u>September</u>, <u>1988</u>, and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Citicorp Savings of Illinois, a Federal Savings and Loan Association (the "Lender") and covering the property described in the Security Instrument located at:

2730 NORTH RACINE #2N, CHICAGO ILLINOIS 60614

ADDITIONAL COVENANTS: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender agree as follows:

The Adjustable Rate Note Conversion Rider to Borrower's Note contains provisions that allow the Borrower to convert the Adjustable Rate Note to a fixed rate Note. That Rider provides as follows:

A. Fixed Introd t Rate Option

1. Option to Convert to Fixed Rate.

I have an option, (the "Conversion Option") which I can exercise to convert the interest rate I am required to pay by the Note from an Adjustable Rate to a Fixed Rate calculated under Section A (4) below for the remaining term of my Loan unless sections A(1) or A(2) of this Rider will not permit me to do so.

The conversion can only take place on a date specified by the Note Holder during the period of time (the "Conversion Period") beginning to the <u>Second</u> Change Date and ending on the <u>Tenth</u> Change Date of my Note. Each date on which my adjustable interest rate can convert to a new fixed rate is called a "Conversion Date". I can convert my interest rate only on one of these Conversion Dates,

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (a) I am not in default or foreclosure under the Note or the Security Instrument on the date I give the Lender notice that I want to exercise the Conversion Option, or on the date the Lender receives my signed Notice of Conversion; (b) I am not in default or foreclosure under the Note or the Security Instrument on the date on which my interest rate converts from an adjustable rate to a fixed rate (the "Conversion Date"); (e) I have not been essessed for more than one (1) late charge in the twelve (12) months immediately preceding the date I give the Lender notice that I want to exercise the Conversion Option, and I am not assessed a tale charge from the time I give such notice to the Conversion Date; (d) within the times described below in Section A(2) 1 (i) give Lender notice of my desire to exercise the Conversion Option; (ii) pay a non-refundable fee (the "Conversion Fee") equal to \$ 250.00 ...; (iii) properly complete and return to the Lender the Notice of Conversion after I obtain from the Lender the information necessary to complete it; and (iv) I give Lender any additional documents and meet any additional requirements that may be necessary for exercise of the Conversion Option; and (e) no assumption of my four has occurred. (If my loan is assumed, as may be permitted under certain conditions specified in an Assumption Certificate that may have been delivered to me by the Londor, my loan will no longer be convertible to a fixed rate loan). My rights under this Rider are not assignable.

2. Exercise of Conversion Option

I may not begin the conversion process earlier than the month immediately preceding the Second Change Date. My last opportunity to begin the conversion process is the month immediately preceding the Final Change Date to occur during the Conversion Period. I may begin the conversion process during any month between these months.

To begin the conversion process in a particular month, I must telephone Lender during regular business hours sometime from the opening of business on the first business day of that month through the close of business on the fourth business day of that month at Lender's Customer Service Department (312-977-5770) or at such other number as Lender may advise me. Lender will advise me of the fixed rate then available to me and give me instructions on completing my Notice of Conversion.

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If I decide to exercise my Conversion Option, I must complete my Notice of Conversion and return it to Lender together with the Conversion Fee. The properly completed and signed Notice of Conversion and the Conversion Fee MUST be received by Lender no later than the seventh business day of that month. The Notice of Conversion and Conversion Fee must be received by Lender at its office specified during my telephone conversation required above. Delivery to one of Lender's other offices does not satisfy this delivery requirement, and may result in a delay that will render my attempted exercise of my Conversion Option null and void.

3. Effective Date of Fixed Interest Rate.

If I satisfy all of the conditions for exercising the Conversion Option described in Section A(2) above, the new fixed interest rate will go into effect on the first day of the month following Lender's receipt of the Notice of Conversion and Conversion Fee. This date is called the "Conversion Date". If I do not satisfy all of these conditions for exercising my Conversion Option, or I improperly complete or sign my Notice of Conversion, any attempted exercise of my Conversion Option will be of no effect. If I have timely satisfied all of these conditions for exercising my Conversion Option, I may cancel my exercise of my Conversion Option by notice signed by all Borrowers and received by Lender before the Conversion Date. If I do cancel however, my Conversion Option will become null and void, and my Note will remain an adjustable rate note until maturity.

4. Calculation of Fixed Rate

My new fixed interest rate will be determined as of the close of the Federal National Mortgage Association's last business day of the month immediately proceding the month in which I deliver my Notice of Conversion and Conversion Fee to Lender, and will be equal to the Federal National Mortgage Association's 30 year A/A 60 day delivery required not yield for fixed rate mortgages as quoted with no commitment fee (the "FNMA 60-Day Rate") plus 1.00 percentage points (the "Margin").

5. Determination of New Payment Amount.

If I choose to exercise the Conversion Option, the Note fielder will determine the amount of the monthly payment that would be sufficient to repay the arguid principal I am expected to owe on the Conversion Date in full on the maturity date at my remitted interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date. I will pay the new amount as my monthly payment until the maturity date.

B. Transfer of the property or a Beneficial Interest in Borrower.

If the adjustable interest rate of my Note is converted to a fixed rate under this Conversion Option, all of the assumption rights available under the terms of any assumption Certificate provided to me to supplementing the Note and Security Instrument will be minate on the Conversion Date, and the terms under which I may be required to pay in full an amounts I owe under the Note which are described in the section of the Note captioned "Uniform Secured Note" shall continue to be in full force and effect without exception.

	•	agrees to the terms and covenants contained in this
Adjustable Rate Mortgage	Conversion Rider.	
Home &	Milla	
DAVID H MILLS	Borrowor	Borrowor
	Воложи	Borrower

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CONDOMINIUM RIDER

CITICORP SAVINGS

Loan Numbor: 001027531.

Londer;

OI.

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

THIS CONDOMINIUM RIDER is made this 2nd day of September 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 Proporty described in the Security Instrument and located at:

2730 NORTH RACINE #2-N, CHICAGO, ILLINOIS 60614

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

RACINE CONDOMINIUM

(Name of Condominium 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.

CONDOMINI'JM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender function covenant and agree as follows:

- A. Condominium Chilgations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Decuments. The "Constituent Decuments" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, 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 Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Landar waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twellth of the yearly premium installments for hazard 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 required cover مونة provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any laps of a required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any products payable to Borrower are hereby assigned and shall be paid to Londor for application to the sums secured by the Security instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such sources as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damage's, direct or consequential, payable to Borrower 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 flou of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as placified in Uniform Covenant 9.
- E. Londor's Prior Consont. Borrower shall not, except after notice to conder and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) The abandonment or termination of the Condominium Project, exception abandonment or termination required by law in the case of substantial destruction by the or other casualty or in the case rile taking by condemnation or ominent domain:
 - (ii) any amendment to any provision of the Constituent Documents if the provision is for the express bonofit of
 - (iii) termination of professional management and assumption of self-management of the Swhers Association;

(iv) any action which would have the effect 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 due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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. BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Ridor.

Alaman	Mills	
DAVID H MILLS	·Borrowor	Borrowat
	-Barrawer	Borrowol

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