

UNOFFICIAL COPY

88-445339

THIS INSTRUMENT WAS PREPARED BY: **DEBBIE BROOKS**
One North Dearborn Street
Chicago, Illinois 60602

CITICORP SAVINGS*

MORTGAGE

Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone (1 312 977 6000)

LOAN NUMBER: 001036219

RETURN TO BOX 43

THIS MORTGAGE ("Security Instrument") is given on **September 26**
1988. The mortgagor is **OSCAR CORONA and ESTER CORONA, his wife**

88-445339

("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 **SIXTY THREE THOUSAND AND 00/100** Dollars (U.S. \$63,000.00). 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 **October 1, 2003**

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 **COOK** County, Illinois:

LOT NINETEEN (19) (EXCEPT THE NORTH 6.9 FEET THEREOF) AND LOT TWENTY TWO (22) IN MOORE PATTON AND HAIR'S SUBDIVISION OF LOTS 41, 48, 49 AND 56 IN THE SUBDIVISION OF THE EAST HALF (E 1/2) OF THE WEST HALF (W 1/2) OF THE NORTH EAST QUARTER (NE 1/4) OF SECTION TWENTY SIX (26), TOWNSHIP THIRTY NINE (39) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 16-26-219-010 AND 16-26-219-011

DEPT-01 \$16.00
T44444 TRAN 2533 09/28/88 10:07:00
#5747 # 10 *--88-445339
COOK COUNTY RECORDER

INV 1988 (282) MO

88-445339

which has the address of **2425 SOUTH TRUMBULL** **CHICAGO**
(Street) (City)
Illinois **60623** ("Property Address");
(Zip Code)

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.

\$16.00

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Property of Cook County Clerk's Office

\$10.00

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. If these Borrower and Lender agree to other terms of payment, those 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.

6. **Preservation and Maintenance of Property; Casualty; Insurance.** 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 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, 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 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.

8. **Application of Funds.** Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument.

9. **Application of Funds.** Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument.

10. **Application of Funds.** Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument.

11. **Application of Funds.** Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument.

12. **Application of Funds.** Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument.

13. **Application of Funds.** Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument.

14. **Application of Funds.** Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument.

15. **Application of Funds.** Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument.

16. **Application of Funds.** Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument.

17. **Application of Funds.** Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument.

18. **Application of Funds.** Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument.

19. **Application of Funds.** Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument.

20. **Application of Funds.** Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument.

21. **Application of Funds.** Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender in full of all sums secured by this Security Instrument.

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BOX #165

My Commission Expires 3/3/91
Debra L. O'Shaughnessy
Notary Public, State of Illinois
"OFFICIAL SEAL"

Debra L. O'Shaughnessy
Notary Public

Given under my hand and official seal, this 26th day of September, 1988

53315338

personally known to me to be the same Person(s) whose name(s) they are subscribed to the foregoing instrument, appeared before me (this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth

OSCAR CORONA and ESTER CORONA, his wife

THE UNDERSIGNED

a Notary Public in and for said county and state, do hereby certify that

STATE OF ILLINOIS, County of Cook

Borrower

Borrower

Borrower

ESTER CORONA

Borrower

OSCAR CORONA

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any (errors) occurred by Borrower and recorded with it.

- Adjustable Rate Rider
- Continuum Rider
- 2-4 Family Rider
- Guaranteed Payment Rider
- Planned Unit Development Rider
- SOME OWNER'S KEY FIXED RATE ASSUMPTION RIDER
- Other(s) (Specify)

18. 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 sum secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by the 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 18, including, but not limited to, reasonable attorneys' fees and costs of the services.

19. Lender in possession. Upon acceleration under paragraph 18 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property (including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

20. Foreclosure. Upon payment of all sums secured by the Security Instrument, Lender shall release the Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

21. Waiver of Remedies. Borrower waives all right of formal exception in the Property.

22. Effect on this Security Instrument. If one or more items are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such item shall be incorporated into and shall amend and supplement the covenants and agreements of the Security Instrument as if the latter(s) were a part of this Security Instrument. (Check appropriate box(es).)

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Citicorp Savings of Illinois
A Federal Savings and Loan Association

Fixed Rate
Assumption
Rider

ACCOUNT NUMBER 001036219

THIS ASSUMPTION RIDER is made this 26TH day of SEPTEMBER, 1988, 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 person whether one or more, (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:

2425 S TRUMBULL, CHICAGO, ILLINOIS 60623

(PROPERTY ADDRESS)

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

A. ASSUMPTION. Any person purchasing the Property from Borrower may assume full liability to repay Borrower's Note to Lender under the terms and conditions set out in this Assumption Rider.

B. AGREEMENT. Lender may require the Purchaser to sign an assumption agreement, in the form required by Lender, which obligates the Purchaser to keep all the promises and agreements made in the Note and Security Instrument. Borrower will continue to be obligated under the Note and Security Instrument unless Lender releases Borrower in writing.

C. APPLICABILITY. Lender is bound by these conditions and terms, as follows:

1. This Assumption Rider applies only to the first transfer of the Property by Borrower and not to a foreclosure sale;
2. Purchaser must be an individual, not a partnership, corporation or other entity;
3. Purchaser must meet Lender's credit underwriting standards for the type of loan being assumed as if Lender were making a new loan to Purchaser;
4. Purchaser shall assume only the balance due on the Note at the time of assumption for the term remaining on the Note;
5. If applicable, Borrower's private mortgage insurance coverage must be transferred to the purchaser in writing, unless waived by Lender; and
6. Lender must reasonably determine that Lender's security will not be impaired by the loan assumption.

D. ASSUMPTION INTEREST RATE. Lender has the right to charge Purchaser a different interest rate under the Note than was paid by Borrowers. Lender will charge an interest rate which is the greater of one percent (1%) lower than the interest rate being charged on Lender's most comparable product at the time of assumption, or the Note interest rate; provided, however, that in no event shall the new interest rate exceed 25 % per annum.

E. ADDITIONAL CHARGES. In addition to adjusting the Note interest rate, Lender may charge an amount up to one percent (1%) of the current Note balance and its normal loan closing costs, except the cost of a real estate appraisal.

BY SIGNING BELOW, Borrowers accept and agree to the terms and covenants of this Assumption Rider.

Oscar Corona (Seal)
OSCAR CORONA Borrower

Ester Corona (Seal)
ESTER CORONA Borrower

..... (Seal)
Borrower

..... (Seal)
Borrower

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2-4 FAMILY RIDER
(Assignment of Rents)

CITICORP SAVINGS

Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone (1 312) 877-5000

LOAN NUMBER: 001036219

THIS 2-4 FAMILY RIDER is made this 26th day of September, 1988, 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 property described in the Security Instrument and located at:

2425 SOUTH TRUMBULL, CHICAGO, ILLINOIS 60623
(Property Address)

2-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Use of Property; Compliance With Law. Borrower shall not seek, agree to make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. Subordinate Liens. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

C. Rent Loss Insurance. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

D. "Borrowers Right to Reinstated" Deleted. Uniform Covenant 18 is deleted.

E. Assignment of Leases. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. Cross-Default Provision. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 2-4 Family Rider.

X Oscar Corona (Sign) Oscar Corona (Print)
Borrower

Ester Corona (Sign) Ester Corona (Print)
Borrower

(Sign) Borrower

(Sign) Borrower

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08/27/2010