

# UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY: **TABBIE DOOMAN**  
One North Dearborn Street  
Chicago, Illinois 60602

**88449433**

**ADJUSTABLE RATE  
MORTGAGE**

**CITICORP SAVINGS\***

Corporate Office  
One South Dearborn Street  
Chicago, Illinois 60603  
Telephone (1 312 377 5000)

LOAN NUMBER: 001031384

RETURN TO BOX 43

THIS MORTGAGE ("Security Instrument") is given on **September 26**  
1988. The mortgagor is **(ROSEANNE MENDOZA and SANTIAGO A MENDOZA, her husband**

("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 **ONE HUNDRED SIXTY EIGHT THOUSAND AND 00/100** Dollars (U.S. \$168,000.00). 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, 2018**

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:

SEE RIDER ATTACHED

PERMANENT TAX NUMBER: 14-28-312-086-1001

PERMANENT TAX NUMBER: 14-28-312-086-1002

**88449433**

DEPT-01 \$19.00  
TR4444 12/25/88 09/29/88 15:33:00  
#6750 # 14-28-312-086-449433  
COOK COUNTY RECORDER

88449433

which has the address of **714 WEST FULLERTON #1** **CHICAGO**  
Illinois **60614** **(City)**  
[Zip Code] **("Property Address"):**

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

**\$19.00**

2/8/88 MO

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 in 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.

7. **Priority 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 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, applying in court, paying reasonable attorneys' 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. **Preservation and Maintenance of Property; Knowledge.** 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.

9. **Insurance.** Lender and Borrower shall obtain and maintain adequate insurance on the Property. Lender shall not be responsible for the cost of any insurance policy or policies issued by Lender, Borrower or any insurance policy or policies assigned to the Property prior to the acquisition. Borrower shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

10. **Insurance Proceeds.** Lender and Borrower shall obtain and maintain adequate insurance on the Property. Lender shall not be responsible for the cost of any insurance policy or policies issued by Lender, Borrower or any insurance policy or policies assigned to the Property prior to the acquisition. Borrower shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

11. **Insurance.** Lender and Borrower shall obtain and maintain adequate insurance on the Property. Lender shall not be responsible for the cost of any insurance policy or policies issued by Lender, Borrower or any insurance policy or policies assigned to the Property prior to the acquisition. Borrower shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

12. **Insurance.** Lender and Borrower shall obtain and maintain adequate insurance on the Property. Lender shall not be responsible for the cost of any insurance policy or policies issued by Lender, Borrower or any insurance policy or policies assigned to the Property prior to the acquisition. Borrower shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

13. **Insurance.** Lender and Borrower shall obtain and maintain adequate insurance on the Property. Lender shall not be responsible for the cost of any insurance policy or policies issued by Lender, Borrower or any insurance policy or policies assigned to the Property prior to the acquisition. Borrower shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

14. **Insurance.** Lender and Borrower shall obtain and maintain adequate insurance on the Property. Lender shall not be responsible for the cost of any insurance policy or policies issued by Lender, Borrower or any insurance policy or policies assigned to the Property prior to the acquisition. Borrower shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

15. **Insurance.** Lender and Borrower shall obtain and maintain adequate insurance on the Property. Lender shall not be responsible for the cost of any insurance policy or policies issued by Lender, Borrower or any insurance policy or policies assigned to the Property prior to the acquisition. Borrower shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

16. **Insurance.** Lender and Borrower shall obtain and maintain adequate insurance on the Property. Lender shall not be responsible for the cost of any insurance policy or policies issued by Lender, Borrower or any insurance policy or policies assigned to the Property prior to the acquisition. Borrower shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

17. **Insurance.** Lender and Borrower shall obtain and maintain adequate insurance on the Property. Lender shall not be responsible for the cost of any insurance policy or policies issued by Lender, Borrower or any insurance policy or policies assigned to the Property prior to the acquisition. Borrower shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

18. **Insurance.** Lender and Borrower shall obtain and maintain adequate insurance on the Property. Lender shall not be responsible for the cost of any insurance policy or policies issued by Lender, Borrower or any insurance policy or policies assigned to the Property prior to the acquisition. Borrower shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

19. **Insurance.** Lender and Borrower shall obtain and maintain adequate insurance on the Property. Lender shall not be responsible for the cost of any insurance policy or policies issued by Lender, Borrower or any insurance policy or policies assigned to the Property prior to the acquisition. Borrower shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

20. **Insurance.** Lender and Borrower shall obtain and maintain adequate insurance on the Property. Lender shall not be responsible for the cost of any insurance policy or policies issued by Lender, Borrower or any insurance policy or policies assigned to the Property prior to the acquisition. Borrower shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

UNIFORM COVENANTS, Borrower and Lender government and agree as follows:

Loan Number: 001031384

88449433

# UNOFFICIAL COPY

TW 19863/3

Parcel 1:

Unit C-714, and Unit 1-714 in 714 West Fullerton Condominium, as delineated on Survey of the following described Real Estate:

That part of Lots 95 and 96 taken as one tract described as follows:

Commencing at a point on the South line of said tract 25.53 feet west of the South East corner thereof thence North along a line parallel with the East line of said tract 76 feet, thence West along a line parallel with the South line of said tract 5.17 feet thence North along a line parallel with the East line of said tract 36 feet North along a line parallel with the East line of said tract 3.50 feet thence West along a line parallel with the South line of said tract 28 feet more or less to a point in the North line of said tract, thence East along said North line 34.20 feet of the North East corner of said tract thence South along the East line of said tract 140 feet more or less to the South East corner thereof thence West along the South line of said tract to the place of beginning in Davis' Subdivision of the South 836 feet of Lot "E" in Wrightwood, a Subdivision of the South West 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, which Survey is attached as Exhibit "A" to the Declaration of Condominium recorded November 5, 1985 as Document 85268483 together with its undivided percentage interest in the common elements, in Cook County, Illinois.

88449433

Parcel 2:

Easement for right of way in and over the cement walk located on the following described property as granted in an Easement Agreement recorded November 16, 1949 as Document 14677179:

That part of Lots 95 and 96 taken as one tract, described as follows:

Commencing at a point on the South line of said tract, 25.53 feet west of the South East corner thereof, thence North along a line parallel with the East line of said tract, 76.0 feet, thence West along a line parallel with the South line of said tract, 5.17 feet, thence North along a line parallel with the East line of said tract 36.0 feet, thence West along a line parallel with the South line of said tract, 3.50 feet, thence North along a line parallel with the East line of said tract, 28.0 feet, more or less to a point in the North line of said tract, thence West along said North line, 15, 85 feet more or less to the North West corner of said tract, thence South along the West line of said tract, 140.0 feet, more or less, to the South West corner thereof, thence East along the South line of said tract 31.53 feet, more or less to the place of beginning, all in Davis' Subdivision of the South 836.0 feet of Lot "E" in Wrightwood, a Subdivision of the South West 1/4 of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

Exclusive right to the use of indoor parking garage F-1, a limited common element, by delineated on Survey aforesaid recorded November 5, 1985 as Document 85268483.

Permanent Tax Number: 14-28-312-086-1001

Permanent Tax Number: 14-28-312-086-1002

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 the 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 THIS MORTGAGE DATED THIS 26TH DAY OF SEPTEMBER, 1988 A.D..

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. **9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. If the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condormor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to satisfaction or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Lender and Borrower otherwise agree in writing any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. **10. Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time for payment or modification or amortization of the sums secured by this Security Instrument granted by Lender to any successor or 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 other written modification 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 forbearance by Lender in exercising any right or remedy shall not be a waiver or an acceptance of the exercise of any right or remedy.

**11. Successors and Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind Lender and Borrower and assignors of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note (a) is 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, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without Lender's consent. **12. Loan Charges.** If the loan secured by this Security 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) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. In either event, the reduction will be treated as a partial prepayment without any prepayment charge under the Note. **13. Application Affecting Lender's Right.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to the terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted in paragraph 13. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

**14. Notice.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Lender when given as provided in this paragraph. **15. Governing Law; Severability.** This Security Instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision 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 enforced 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 Homestead Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a homestead interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedy permitted by this Security Instrument. If Borrower needs certain conditions, Borrower shall have the right to have removed permitted by this Security Instrument without further notice or demand on Borrower. **18. Borrower's Right to Reinstate.** If Borrower needs certain conditions, Borrower shall have the right to have removed of this Security Instrument discontinued at any time prior to the earlier of (a) 60 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had 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 attorney's fees; and (d) takes such action as Lender may reasonably require to ensure 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 and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right shall not apply in the case of the exercise of the power of sale under paragraphs 13 or 17.

**19. Borrower's Right to Accelerate.** If Borrower needs certain conditions, Borrower shall have the right to have removed of this Security Instrument discontinued at any time prior to the earlier of (a) 60 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had 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 attorney's fees; and (d) takes such action as Lender may reasonably require to ensure 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 and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right shall not apply in the case of the exercise of the power of sale under paragraphs 13 or 17.

CF6649433



BOX #165

88449433

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

Notary Public
Debra L. O'Shaughnessy

Given under my hand and official seal, this 26th day of September, 1988, I have signed and delivered the said instrument as the foregoing instrument, appeared before me this day in person, and acknowledged that they are personally known to me to be the same Person(s) whose name(s) is/are

THE UNDERSIGNED
ROSEANNE MENDOZA and SANTIAGO A MENDOZA, her husband

STATE OF ILLINOIS, County of Cook

Borrower
Borrower

ROSEANNE MENDOZA
SANTIAGO A MENDOZA

SEE RIDER'S ATTACHED HERETO AND MADE A PART HEREOF
BY SIGNING BELOW, Borrower agrees to the terms and covenants contained in the Security Instrument and in any rider(s) attached to the Security Instrument and recorded with it.

- Adjustable Rate Rider [X]
Guaranteed Payment Rider [ ]
Other(s) (Specify) [ ]
Planned Unit Development Rider [ ]
Conversion Rider [ ]
Adjustable Rate Mortgage [X]
2-4 Family Rider [ ]
Cash-out Refinance Rider [X]

NON-UNIFORM 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) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums accrued by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reimburse 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 accrued by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of this instrument. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (or 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 accrued by this Security Instrument.
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior without change to Borrower, Borrower shall pay any reasonable costs.
21. Release. Upon payment of all sums accrued by this Security Instrument, Lender shall release this Security Instrument and agree to execute and record a Release of Mortgage. Borrower shall pay any reasonable costs.
22. Waiver of Remedies. Borrower waives all right of homestead exemption in the Property.
23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of the Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable rider(s) below.)

Loan Number: 001031384

NOTICE: This 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 26th day of September, 1988, 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 "Lender"), of the same date (the "Note"), and covering the property described in the Security Instrument and located at

714 WEST FULLERTON #1, CHICAGO, ILLINOIS 60614

Property Address

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

A. Interest Rate and Monthly Payment Changes

The Note has an Initial Interest Rate of 8.250%. The Note interest rate may be increased or decreased on the 1st day of the month beginning on April 1, 1989, and on that day of the month every 6 months (hereinafter "Change") in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the Check one box to indicate Index.)

- (1)  The weekly average yield of United States Treasury securities adjusted to a constant maturity of \_\_\_\_\_ years, as made available by the Federal Reserve Board.
(2)  The weekly auction average (government) yield on six month United States Treasury Bills.
(3)  Other:

In no event over the full term of the Note will the interest rate be increased more than Five and 3/4 percentage points ( 5.75 %) from the initial fixed interest rate. Before each Change Date the Note Holder will calculate the new interest rate by adding Three and 1/8 percentage points ( 3.125 %) to the Current Index. However, the rate of interest that is required to be paid shall never be increased or decreased on any single Change Date by more than \_\_\_\_\_ ( %) from the rate of interest currently being paid.

If the interest rate changes, the amount of Borrower's monthly payments, decreases in the interest rate will result in lower payments. If the interest rate will result in higher payments, decreases in the interest rate will result in lower payments.

H. Loan Charges

It could be that the loan secured by the Security Instrument is subject to a tax 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 limit, that: (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 will be refunded to me. The Lender 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.

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien 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 in form satisfactory to Lender subordinating that lien to this Security Instrument.

I. 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 those, 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 Lender and Borrower do not otherwise agree in writing,

Date one year or more apart and the Second Index will apply to Notes with Change Dates less than one year apart.

apply to Notes with Change Dates less than one year apart.

Signature of ROSAINE MENDOZA (SEAL) -BORROWER and SANTIAGO R. MENDOZA (SEAL) -BORROWER

88449133

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.

I may not begin the conversion process earlier than the month immediately preceding 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.

2. Exercise of Conversion Option. I want to exercise the Conversion Option, and I am not assessed a late charge from the time I give such notice to the Conversion Date; (d) within the times described below in Section A(2) I (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 the "Conversion Fee"; 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 loan 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 Lender, my loan will no longer be convertible to a fixed rate loan). My rights under this Rider are not assignable.

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"); (c) I have not been assessed 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 late charge from the time I give such notice to the Conversion Date; (d) within the times described below in Section A(2) I (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 information necessary to complete the "Conversion Fee"; 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 loan 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 Lender, my loan will no longer be convertible to a fixed rate loan). My rights under this Rider are not assignable.

I have an option, (the "Conversion Option") which I can exercise to convert the interest rate 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.

1. Option to Convert to Fixed Rate.  
A. Fixed Interest Rate Option

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:

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

THIS ADJUSTABLE RATE MORTGAGE CONVERSION RIDER is made this 26th day of September, 1988, 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 714 WEST FULLERTON #1 CHICAGO, ILLINOIS 60614

Loan Number: 001031384

88449433

# UNOFFICIAL COPY

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 preceding 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 net yield for fixed rate mortgages as quoted with no commitment fee (the "FNMA 60-Day Rate") plus 5/8 percentage points (the "Margin").

If the FNMA 60-Day Rate is not available when I exercise my Conversion Option, Note Holder will choose a substitute rate which is based on comparable information. If I exercise my Conversion Option, any limits on interest rate changes on any Change Date or over the full term of my Note will not apply when the fixed rate is established. However, the fixed interest rate will not exceed a maximum rate of 14.00 %.

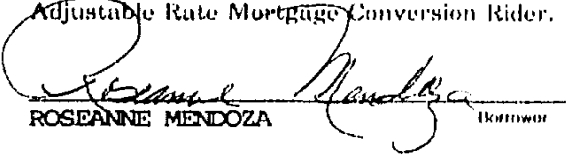
### 5. Determination of New Payment Amount.

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the maturity date at my new fixed 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 terminate on the Conversion Date, and the terms under which I may be required to pay in full all 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.

**BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Mortgage Conversion Rider.**

  
ROSEANNE MENDOZA

Borrower

  
SANTIAGO A. MENDOZA

Borrower

Borrower

Borrower



# UNOFFICIAL COPY

## CONDOMINIUM RIDER

## CITICORP SAVINGS<sup>SM</sup>

Loan Number: 001031384

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

THIS CONDOMINIUM RIDER is made this 26th day of September, 19 88, 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:  
714 WEST FULLERTON #1, CHICAGO, ILLINOIS 60614  
(Property Address)

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

714 WEST FULLERTON 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.

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

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" 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) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth 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 coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in 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 proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security 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 acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damage, 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 lieu 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 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 Condominium 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;

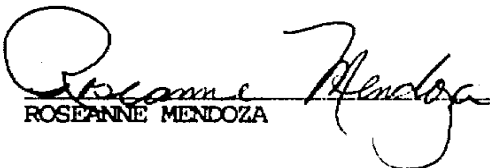
(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;


(iii) termination of professional management and assumption of self-management of the Owners Association;

or  
(iv) any action which would have the effect of rendering the public liability 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 Rider.

  
ROSEANNE MENDOZA -Borrower

  
SANTIAGO A MENDOZA -Borrower

\_\_\_\_\_  
-Borrower

\_\_\_\_\_  
-Borrower

88449433