

~~CITICORP SAVINGS~~ UNOFFICIAL COPY

This instrument was prepared by:

. SHARON K. JOHNSON
(Name)
. ONE SOUTH. DEARBORN. CHICAGO. ILLINOIS 60603
(Address)

26-001220937

MORTGAGE

88029258

THIS MORTGAGE is made this 18TH day of DECEMBER 1987, between the Mortgagor, LEONOR B. ABARCA AND MARCIA ESTRADA (herein "Borrower"), and the Mortgagee, Citicorp Savings of Illinois, a Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States, whose address is ONE SOUTH. DEARBORN. CHICAGO. ILLINOIS .60603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 8,000.00, which indebtedness is evidenced by Borrower's note dated DECEMBER 18, 1987, and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on DECEMBER 18, 1992;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

LOT 62 IN SUBDIVISION OF BLOCK 11 IN STEELS SUBDIVISION OF THE SOUTH EAST $\frac{1}{4}$ AND THE EAST $\frac{1}{4}$ OF THE SOUTH WEST $\frac{1}{4}$ OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

16-26 -413-014-xxx DEPT-04 \$14.00
163363 TRAN 6872 01/20/88 13:47:00
5724 C * 88-029258
COOK COUNTY RECORDER

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88029258

which has the address of 2733 S. CHRISTIANA CHICAGO
[Street] [City]
Illinois 60623 (herein "Property Address");
[Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

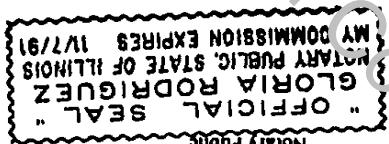
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FORM 28278

(Space Below This Line Reserved for Lawyer and Recorder)

CHICAGO, ILLINOIS 60603
One S. Dearborn Street
Home Improvement Department

BOX 165 - CCG COJITI NO. 124834



My Commission expires: 11-17-91

Given under my hand and official seal, this 12 day of October 1987

THE PERSONALITY known to me to be the same person(s) whose names(s) are _____, signed and delivered to the foregoing instrument as aforesaid before me this day in person, and acknowledged that, the _____, subscribed to the foregoing instrument as

free voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS, County ss:

MARIA ESTRADA
BORROWER

LEONOR ABARGA
BORROWER

In witness whereof, Borrower has executed this Mortgage.

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

MORTGAGES OR DEEDS OF TRUST AND FORECLOSURE UNDER SUPERIOR REQUEST FOR NOTICE OF DEFAULT

21. Waiver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without account only for those rents actually received.

23. 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 Mortgage. The receiver shall be liable to property including those past due. All rents collected by the receiver shall be applied first to payments 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 Mortgage. The receiver shall be entitled to receive all rents to enter upon, take possession of and manage the Property and to collect the rents of the property apportioned by paragraph 17 hereof or abandonedment of the Property, Lender shall be entitled to have a

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, 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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, 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 at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual 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 Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 1 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and household payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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Lender the terms of the Property, provided that Borrower shall prior to acceleration under paragraph 17 hereof or abandonment of the Property, collect all sums due and payable.

Lenders' interest in the Property shall be satisfied by payment of the sums secured by this mortgage shall continue in full force and effect as if no acceleration had occurred.

which would be then due under this Mortgage and the Note had no effect on the other co-ventures of Borrower contained in this Mortgage; (c) Borrower paid all reasonable expenses incurred by Lender in collecting the co-ventures of Borrower contained in this Mortgage; and in this case, the Note was not paid in full.

Government, including, but not limited to, reasonable attorney's fees and costs of documentation, evidence, witness fees and disclosure, including, but not limited to, fees and costs of the sums secured by this Mortgage title reports.

decide all of the sums secured by the Mortgage to be immediately due and payable without further demand and may foreclose the Mortgage by judicial proceedings. Lender shall be entitled to collect in such proceedings all expenses of

seller of the Property. The notice shall further inform Borrower of the right to remit all or any portion of the proceeds of the note to another in the event of the death or incapacity of the maker.

In the nozzle may result in acceleration of the same caused by the nozzle, forceful ejection by jetting, and to overcome, by which such break must be cured; and (d) that the latter to cure such break on or before the date specified

of Rotowater, invoke my remedies permitted by paragraph 16 hereof.

then 30 days from the date the notice is mailed or delivered, within which Borrower may pay the sums declared due, if Borrower fails to pay such sums prior to the expiration of such period, Lender may further notice or demand

themselves to be in this Mortgage, or in the required information is not submitted to Lender may deteriorate in value during the period of not less than twelve months from the date of recording of this Mortgage.

If Lenders, on the basis of any information obtained regarding the transfer, reasonably determine that Lender's security may be impaired, or that there is an unacceptable breach of any covenant or agreement,

transferring an option to purchase, Borrower shall cause to be submitted information required by Lender to evaluate the terms and conditions of the loan unless Lender releases Borrower from its obligation to do so.

exchanging (a) the creation of a lien or encumbrance superior in interest to this Mortgage; (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not

rights, claims or defenses which Borrower may have against partners who supply labor, materials or services in connection with the improvements made to the Property.

13. **Recommender System Architecture:** - recommender systems typically use a borrower's past behaviors to predict future ones.

14. Borrower's Copy. Borrower shall be furnished a copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

profession, and to this end the provisions of this mortgage and note are decreed to be severable. As used herein, "expenses," and "attorneys' fees," include all sums to the extent not prohibited by applicable law or limited herein.

This Mortgage shall not affect or impair any provision of this Note which can be given effect without the conflicting provisions of this Note or the Note convertible under this law, such as the right to require payment in installments.

Mortgage shall be deemed to have been given by Borrower or Lender when given in the manner described herein.

such other address as Lender may designate to Borrower as provided herein. Any notice provided for in this agreement to Lender shall be given by certified mail to Lender's address stated herein.

12. Notice. Except for any notice required under applicable law to be given in accordance with the terms of this Agreement, no notice shall be given by deliverying it or by mailing such notice by certified mail to the address of the party to whom it is directed.

the Note without releasing that Borrower's consent and without modifying this Mortgage as to that Borrower's interest in the Property.

not payable by Plaintiff or his heirs, executors, administrators, or successors of any other person under this Note or the Mortgagors, and (c) agrees that Lender and any other Borrower hereunder may exercise all rights and powers granted to Lender under the terms of this Mortgage; provided, further, that Borrowers shall remain liable on the Note until paid in full.

Borrower, Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to serve as a witness, and (b) shall be jointly and severally liable to pay the principal amount of the Note and all interest and expenses arising therefrom.

III. **Accessories and Assignments**: Joint and Separate Liability; Co-signers. The covenants and agreements herein remedy.

original Borrower's successors or assigns, or otherwise affording any remedy against the original Borrower, shall not be a waiver of or preclude the exercise of any such right or remedy by the Lender in respect of any such exercise of the rights of the original Borrower.

shall not operate to release, in any manner, the liability of the original Borrower and Successors or refuse to extend credit by the Lender shall note be entitled to commence proceedings against such successor or refuse to extend credit by the Lender shall note be liable for damages sustained by him in respect of any demand made by the