

# UNOFFICIAL COPY

Mail to:  
PREPARED BY: *Lori Nadel*  
CITICORP MORTGAGE, INC.  
845 MARYVILLE CENTRE DR.  
MAIL STATION AM-10  
ST. LOUIS, MO 63141  
AUDIT DEPARTMENT



88081698

51164-115-YMC

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9546898

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 22, 19 88. The mortgagor is JOHN C. PARKER, JR., divorced and not since remarried ("Borrower").

This Security Instrument is given to CITICORP MORTGAGE, INC., which is organized and existing under the laws of DELAWARE, and whose address is 670 MASON RIDGE CENTER DRIVE ST. LOUIS, MO 63141 ("Lender"). Borrower owes Lender the principal sum of FIFTY SEVEN THOUSAND SIX HUNDRED DOLLARS AND NO/CENTS Dollars (U.S. \$ 57,600.00).

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 MARCH 01, 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:

UNIT 607 TOGETHER WITH AN UNDIVIDED 1.40 PERCENT INTEREST IN THE COMMON ELEMENTS IN SCOTT CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 22480070, IN THE NORTH  $\frac{1}{2}$  OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01  
T#4444 TRAN 8758 02/25/88 18-16-08  
#8534 3 D \*-88-081698  
030K COUNTY RECORDER

88081698

-88-081698

Tax # 117-03-110-011-1039  
which has the address of 70 EAST SCOTT STREET, #607, CHICAGO, Illinois 60610 ("Property Address"); (Street) (City) (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.

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**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 date which the default must be cured; and (d) the date or before the date in the notice may result in acceleration of the sums secured by this Security instrument to cure the default or before the date specified in the notice is given to Borrower, by which the default must be cured; and (b) the action required to accelerate to cure the default; (c) a date, not less than 30 days from the date in the notice, at which the non-defaulting Borrower shall pay any acceleration costs of little evidence.

20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) 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 little evidence.

21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument without further demand and may foreclose this Security instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred without further demand or before the date specified in the notice, Lender at his option may require immediate payment in full of all sums secured by this Security instrument if the default is not cured on or before the date specified in the notice to Borrower, unless the default or any other default or any other debt due to the receiver, the receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security instrument, the receiver shall be entitled to collect the costs of management of the Property and collection of rents, in addition to the receiver's fees, premiums on receivables and reasonable attorney's fees, and to receive a part of this Security instrument if one or more riders are executed by Borrower and recorded together with this Security instrument.

22. Waiver of Homestead. 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 coverings of each such rider shall be incorporated into and shall amend and supplement this Security instrument as if the rider(s) were a part of this Security instrument. (Check applicable box(es))

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security instrument and in any rider(s) executed by Borrower and recorded with it.

24. Adjustable Rate Rider  Condominium Rider  2-4 Family Rider  Graduated Payment Rider  Planned Unit Development Rider  Other(s) [Specify] Adjustable Rate Assumption Rider 

JOHN C. PARKER, JR.  
John C. Parker, Jr.

—Borrower  
(Ses)

—Borrower  
(Ses)

—Lender  
(Ses)

—Lender  
(Ses)

COOK

Notary Public in and for said County in the State aforesaid do hereby certify that John C. Parker, Jr., divorced and do heretofore reside in and for said County in the State aforesaid personally known to me to be the same person whose name(s) is

Personally acknowledged to me this day in person, and acknowledged my Notary stamp placed before me this day in person, and acknowledged that he signed and delivered this instrument for the uses and purposes herein set forth.

Heirs \_\_\_\_\_  
Seal \_\_\_\_\_  
Address \_\_\_\_\_  
Date 3/18/90 19 18  
Given under my hand and sealed this 22nd day of February 19 18

Commissioned, County of Cook, State of Illinois  
Notary Public in and for said County in the State aforesaid

NOTARY PUBLIC

John C. Parker, Jr.

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security instrument; (b) yearly leasehold payments or ground rents 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 of 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 a holding and applying the Funds, analyzing the account or verifying the escrow items, unless 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 on 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 Security Instrument.

If the amount of the Funds held by the 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 in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or 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 Security Instrument.

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

4. **Charges; Liens.** Borrowers shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, 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 or amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower 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 lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating 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, Lender 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 now 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 periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless 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 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, appearing 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.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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18. Borrower's Right to Reinstatement: If Borrower meets certain conditions, Borrower shall have the right to have enjoined reconnection of this security instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the property pursuant to any power of sale contained in this Security instrument; or (b) entry of a judgment enforecning this Security instrument. Those conditions are that Borrower: (a) pays Lender all sums which can now be due under this Security instrument and the Note had no acceleration occurred; (b) cures any default of any other conveyants or assignments; (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 assure that the intent of this Security instrument is not violated. Upon reinstatement by Borrower, this Security instrument shall continue fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security instrument without notice or demand on Borrower.

These options shall not be exercised by exerciser if exerciser is prohibited by law or regulation from doing so or if the date of this Security Instrument is less than 30 days from the date the notice is delivered.

transferred (or it a beneficial 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 Note by Borrower.

16. Borrower's shall be given one copy of the Note and of this instrument and the Note are to be signed by both parties.

the Property is located, in the event that any provision or clause of this Security Instrument or the Note instrument or the Note documents with applicable law, such conflict shall not affect the provisions of this Security Instrument or the Note which can be given effect without the conflicting

other address less Lender or Borrower by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given to the Secretary of State of the Commonwealth of Massachusetts. This Section shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

13. Notices: All notices shall be given in writing and sent by registered or certified mail to the address of the party to whom it is directed or to such other address as may be designated by notice to Lender.

of all sums secured by this Security Instrument and may invoke any remedy as permitted by Paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of Paragraph 19.

Education will be treated as a partner project within and pre-emptive charge under the new rights.

any sums already collected from Borrower which exceed the principal owed under the Note or by making a direct payment to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by refunding to Borrower if a refund reduces principal, the

12. **Loan Charges.** If the interest rate charged by this instrument is subject to a law which sets maximum loan charges, and if a

Instrument or the Note without the Borrower's consent.

(a) is co-signing this Security Instrument only to more than one Borrower who co-signs this Security Instrument but does not execute this Note or even a copy of this Note.

11. Successors and Assignees; Joint and Several Liability; Co-signers. The conventions and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's

any successor in interest or otherwise to 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 his successors in interest. Any forbearance by Lender in respect of any breach of any term or condition of this instrument shall not affect the right of Lender to require strict compliance therewith.

10. Borrower's Successors in Interest. If any successor in interest to Borrower's successors in interest or to any other party to this Security Instrument shall be required to commence proceedings to enforce any provision of this instrument, the fee liability of the original Borrower shall not increase.

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

settles a claim for damages, or otherwise, within 30 days after the date the notice is given, Richard is authorized to

imediatly before the taking. Any balance shall be paid to Borrower.

or not when due, with an excess paid to Borrower. In the event of a partial or total amount of the sums secured by this Security shall be reduced by (a) the fair market value of the property in writing, (b) the local amount of the sums secured before the taking, divided by (c) the fair market value of the property at the time of the creation.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether paid to Lender.

Notice at the time of or prior to an inspection specifically regarding reasonable cause for the inspection.

8. Inspection. Lender or its agents may make reasonable inspections upon and inspections of the Property. Lender shall give Borrower access to the premises and Lender's written agreement or applicable law.

If Leedec restructured mortgaged insurance as a condition of making the loan secured by this Security Instrument, Borrower

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## ADJUSTABLE RATE ASSUMPTION RIDER

THIS ASSUMPTION RIDER is made this 22 ND day of FEBRUARY, 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 MORTGAGE, INC.

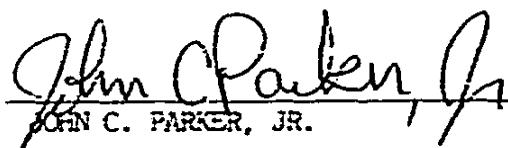
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

70 EAST SCOTT STREET, #607 CHICAGO, IL 60610  
(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;
  6. If Borrower's Note has a conversion feature and Borrower has exercised the right of conversion of this loan to a fixed rate loan from Lender, this Assumption Rider is void and Lender has no obligation to allow assumption by a Purchaser from Borrower; and
  7. Lender must reasonably determine that Lender's security will not be impaired by the loan assumption.
- D. ASSUMPTION RATE.** Lender will allow assumption by Purchaser at Borrower's Note interest rate in effect at the time of assumption.
- E. ADDITIONAL CHARGES.** In addition, 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, Borrower accepts and agrees to the terms and covenants of this Assumption Rider.

  
JOHN C. PARKER, JR.

(Seal)

(Seal)

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THIS ADJUSTABLE RATE RIDER is made this 22 ND day of FEBRUARY, 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 Adjustable Rate Note to CITICORP MORTGAGE, INC. (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

70 EAST SCOTT STREET, #607      CHICAGO, IL 60610  
(PROPERTY ADDRESS)

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE. IF THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE LOWER.**

**ADDITIONAL COVENANTS.** 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 provides for an initial interest rate of 7.875 %. Section 4 of the Note provides for changes in the interest rate and the monthly payments, as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the first day of MARCH, 1989, and on that day every 12 th month thereafter. Each date on which my interest rate could change is called a "Change Date".

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year(s), as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding THREE AND 375/1000 percentage points (3.375 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal balance of my loan I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of the calculation is called the "Full Payment Amount", and it will be the new amount of my monthly payment, subject to subsection (D) below.

**(D) Limits on Interest Rate Changes**

My interest rate is subject to the following limits if the appropriate box is checked:

- The rate of interest I am required to pay shall never be increased or decreased on any single Interest Change Date by more than 2.00 % from the rate of interest I have been paying for the preceding 12 months.
- My interest rate also shall never be greater than 14.125 %.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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Property of Cook County Clerk's Office

[Sign Original Only]

- Borrower \_\_\_\_\_  
\_\_\_\_\_  
(Seal)

- Lender \_\_\_\_\_  
\_\_\_\_\_  
(Seal)

- John C. Parker, Jr.  
\_\_\_\_\_  
\_\_\_\_\_  
(Seal)

83638

By SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Adjustable Rate Rider.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice may 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 unless Lender releases Borrower in writing.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumpti-

on. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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9546898

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 22 ND day of FEBRUARY, 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 MORTGAGE, INC.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:  
70 EAST SCOTT STREET, #607 CHICAGO, IL 60610  
(PROPERTY ADDRESS)

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

SCOTT 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 further 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 element, 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 damages, 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.

  
JOHN C. PARKER, JR.

(Seal)  
BORROWER

(Seal)  
BORROWER