THIS INSTRUMENT WAS PREPARED BY: TABBLE DOOMAN

One North Dearborn Street

Chicago, Illinois 60602

CITICORP SAVINGS'

MORTGAGE

Corporate Office

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

LOAN NUMBER: 000986380

THIS MORTGAGE ("Security Instrument") is given on March 16 1988 . The mortgager is (INA STRAVINSKIS, UNMARRIED, HAVING NEVER MARRIED AND STANLEY STRAVINSKIS AND BRONE STRAVINSKIS, HIS WIFE

("Borrower"). This Sticulity Instrument is given to Citicorp Savings of Illinois, A Fodoral Savings and Loan Association, which is organized and oxisting and or the laws of The United States, and whose address is One South Dearborn Street, Chicago, Illinois 60603. ("Lender"). Borrow's exes Lender the principal sum of SEVENTY NINE THOUSAND TWO HUNDRED AND 00/100~ Dollars(U.S.\$79,200.00). This dobt is evidenced by Borrower's note dated the sime date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 1, 2018

This Security Instrument secures to Lende.: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment or all other sums, with interest, advanced under paragraph 7 to protect the security of this Security instrument; and (c) the performancy of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby implage, grant and convey to Lender the following described proporty tocated County, Illinois: COOK

LOTS 33 AND 34 IN BLOCK 45 IN S. E. (ROSS 1ST ADDITION TO GROSSDALE, A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX INDEX NUMBER 15-34-117-032

PERMANENT TAX INDEX NUMBER 15-34-117-033-0013

114.00 #4444 TRAN 1247 03/21/88 13:39:00 #5665 # D #--85-115271 144444 COOK COUNTY RECORDER

which has the address of

9428 HENRIETTA AVENUE (Street)

BROOKFIELD

Illinois

60513

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

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

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

FORM 3014 12/83

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CITICORP SAVINGS FORM 3633C 4/47 PAGE 1 OF 4

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Na.11 %. Born our and Linder so though and agree as tallows - 7 ipal and Interest, Propayment and Late Chirges - correspond shall promptly pay when due the prin-

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

If the amount of the Funds beld by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency 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 and a paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the [40] collecty or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against application as a create og rinst the sums secured by this Security Instrument.

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

4. Charges, Lions. Borrower sharping all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Section 5 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, Horrower shall pay them on time directly to the person owed payment. Borrower shall a compily farmish to Lender all notices of amounts to be paid under this paragraph, If Borrower makes these payments directly, for ower shall promptly furnish to Lender receipts evidencing the payments.

Horrower shall promptly discharge any lier, 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 hen by, or defends against enforcement of the lien in, legal proceedings which in the Londor's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; (r (c) secures from the holder of the lien an agreement satisfiatory to Lender subordinating the lien to this Security Instruction. If Lander 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 for existing or bereafter arected on the Property insured against loss by lice, hazards included within the term "extended coverage" and any other hazards for which Lander 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 Horrower subject to Leuder's approyar 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 renewnls. 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 Joe 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 and lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds and he applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. I Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to state, a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or a pay sums secured by Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the doe date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. Prinder 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 Londer 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 haws or regulations), then Leader 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 secund 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 purigraph 7 shalf 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 dishursement at the Note rate and shall be payable, with interest upon notice from Londor to Borrower requesting payment.

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er required mortgage insurance as a condition of making the loan secured by this Security Instrument.

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 entires upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 9. Condennation. 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 condemnor 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 restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

- 10. Borrower Not Released; Forburance By Lender Not a Waiver. Extension of the time for payment or modification of ane dization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower's accessors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise no all numerization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Berrover's successors in interest. Any forebourance by Lender in exercising any right or remedy shall not be a waiver of or proc'ade the exercise of any right or remedy.
- 14. Successors and Assigns Bound; Joint and Several Linbility; Co-Signers. The covenants and agreements of this Security Instrument shall bind a at senefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower; sovenant, 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 (his Security Instrument only to mortgage, grant and convey the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodation, with regard to the terms of this Security Instrument or the Note without that Borrower'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 the the interst or other loan charges coffected or to be coffected in connection with the loan exceed the permitted limits, (non-(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 exceeded permitted limits will be refunded to Borrower. Lender may cloose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Scie-
- 13. Legislation Affecting Londor's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument anentor cable according to its terms, Londor, at is option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted paragraph 19. If Londor exercises this option, Londor shall take the steps specified in the second paragraph of paragraph 17.
- 14. Notices. Any notice to Borrower provided for in this Security Instruction's shall be given by delivering it or by mailing it by first call 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, and notice to Londer shall be given by first class mail to Lender's address stated beroin 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 Borrower or Letain when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal 16.5 and the law of the jurisdiction in which the Property is located. In the ovent that any provision or clause of this Security Instrument of the Note conflicts with applicable law, such conflict shall not affect other provisions of the Security Instrument are the Note which can be given effect without the conflicting provision. To this end the provisions of this Security In a rement 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 Baneficial 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, required immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If 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 remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Horrower's Right to Reinstate. If Borrower meets certain condition, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays 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 attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the same secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration ender the paragraphs 13 or 17.

Option Clarks Office

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NON-UNIFORM COVENANTS. Borrower and London minther coveniant and agrice as follows:

19. Accoleration; Remedies. Lender shalf give notice to Borrower prior to accoleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise.) The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be ontitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable alternacys' fees and costs of title evidence.

20. Londer in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any puriod of redemption following judicial safe, Londer (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Londer 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, promiums on receiver's bonds and reasonable

altorneys' loos, and then to the sums secured by this Security Instrument.

21. Roloaso. Upon payment of all sums secured by this Security Instrument, Londor shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waivor of Homostoad. Borrower waivos all right of homostoad exemption in the Proporty.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, and, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants are dispresentable to the Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

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, pursonally known to me to be the same Person(s) whose name(s)are					
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that <u>they</u> signed and delivered the said instrument as <u>their</u> free and voluntary act, for the uses and purposes therein set forth.					
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BOX #165

Atoporty of County Clerk's Office