

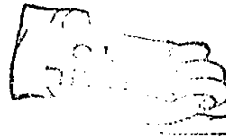
UNOFFICIAL COPY

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

**ADJUSTABLE RATE
MORTGAGE**

CITICORP SAVINGS

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



LOAN NUMBER: 000989590

88193161

THIS MORTGAGE ("Security Instrument") is given on **April 26**
1988. The mortgagor is **LYNN M BOCHTLER, UNMARRIED HAVING NEVER MARRIED**

("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 **EIGHTY SIX THOUSAND AND 00/100** Dollars (U.S. \$86,000.00). 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 **May 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:

Unit 303 as delineated on Plat of Survey of the following described Parcel of real estate: Lots 25, 26, 27 and 28 in Husted's Subdivision of South part of Block 13 in Canal Trustee's Subdivision of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois which Plat of Survey is attached as Exhibit A to Declaration of Condominium made by CENTRAL NATIONAL BANK in CHICAGO as Trustee under Trust Agreement dated December 2, 1977, and known as Trust No. 22873 recorded in the office of Recorder of Deeds of Cook County, Illinois as Document Number 24256262 together with its undivided percentage interest in the common elements as set forth in said Declaration and together with exclusive easement to use Parking Space No. 17 as set forth in said Declaration and Survey.

PERMANENT INDEX NO. 14-33-114-048-1014.

which has the address of **2201 NORTH CLEVELAND UNIT 303** **CHICAGO**
[Street] [City]
Illinois **60614** ("Property Address");
[Zip Code]

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

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

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

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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.

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.

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.

5. **Hazard Insurance.** Borrower shall keep the improvement 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.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach prior to the Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to Lender. 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 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 attach prior to the 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.

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 lastly, to principal due.

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, and the Note is paid in full, a sum ("Funds") equal to one-twelfth of (a) yearly taxes and assessments which may attach prior to the 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.

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.

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Property of Cook County Clerk's Office

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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 condemnation 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 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 of authorization of the sums secured by this Security Instrument granted by Lender to any successor in 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 otherwise modify authorization 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 of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants 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 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, forbear or make any accommodations 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 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 limits; and (b) any sums already collected from Borrower which exceeded 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. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its 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 paragraph 17. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. 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 Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note which can be given effect 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. 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.

17. 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.

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. Borrower's Right to Reinstatement. If Borrower meets certain conditions, 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 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 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 sums secured by this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstatement shall not apply in the case of acceleration under the paragraphs 13 or 17.

19. Acceleration. 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.

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Released

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Loan Number: 000989590

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) 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 entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title 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 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 attorneys' fees, and then to the sums secured by this Security Instrument.

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

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 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 box(es)]

88-193161

- Adjustable Rate Rider
- Graduated Payment Rider
- Other(s) (specify)
- Condominium Rider
- Planned Unit Development Rider
- 2-4 Family Rider

SEE RIDERS ATTACHED HERETO AND MADE A PART HEREOF

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

Lynn M. Bachtler
LYNN M BOCHTLER -Borrower

-Borrower

DEPT-01 \$18.00

T#4444 TRAN 2296 05/06/88 10:08:00
#1423 # D *-88-193161
COOK COUNTY RECORDER

STATE OF ILLINOIS, Cook County ss:

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that LYNN M BOCHTLER, UNMARRIED HAVING NEVER MARRIED

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

Given under my hand and official seal, this 26th day of April, 19 88
My Commission expires: 6-7-1990

Janey L. Marteneau
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

BOX #165 \$18.00

88193161

UNOFFICIAL COPY

Property of Cook County Clerk's Office

1881-38

- [illegible]
- [illegible]
- [illegible]

[illegible signature]



REGISTER
\$18.00

NOTICE: The 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 April, 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

2201 NORTH CLEVELAND UNIT 303, 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 7.500 %. The Note interest rate may be increased or decreased on the 1st day of the month beginning on May 1, 1989 and on that day of the month every 12 month(s) thereafter.

Changes 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 on United States Treasury securities adjusted to a constant maturity of 1 year(s), as made available by the Federal Reserve Board. In no event over the full term of the Note will the interest rate be increased more than Six and 1/2 percentage points (6.5 %) from the Initial Rate of Interest. Before each Change Date the Note Holder will calculate the new interest rate by adding Three percentage points (3 %) 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 Two percentage points (2 %) from the rate of interest currently being paid.

(2) * Other:

If the Interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

B. Loan Charges

It could be that the loan secured by the Security Instrument is subject to a law 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 limits, then: (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.

C. Prior Liens

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to 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.

D. 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) a change in the Base Index figure, or all of these, 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.

Lynn M. Bochtler (SEAL)
LYNN M BOCHTLER -Borrower

* If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.

88193161

NOTICE: The Security Instrument requires a "non-waiver" of the right to prepay the mortgage in the event of a change in the interest rate...

The Rider is made on APRIL 28th, 1988, day of APRIL, 1988. The Rider is made on APRIL 28th, 1988, day of APRIL, 1988.

The "Rider" of the same date (the "Rider") and hereby the mortgage is being amended to be located at:

3201 NORTH CLEVELAND AVE, CHICAGO, ILLINOIS 60641

MODIFICATION: In addition to the provisions and agreements contained in the original mortgage and this rider, the following provisions shall apply:

A. Interest Rate and Monthly Payment Changes: The loan is an "Adjustable Rate" loan. The monthly payment shall be determined by the monthly payment table...

Changes in the interest rate and the amount of the monthly payment shall be subject to the provisions of the rider.

(1) The monthly payment shall be determined by the monthly payment table attached to the rider. The monthly payment shall be determined by the monthly payment table...

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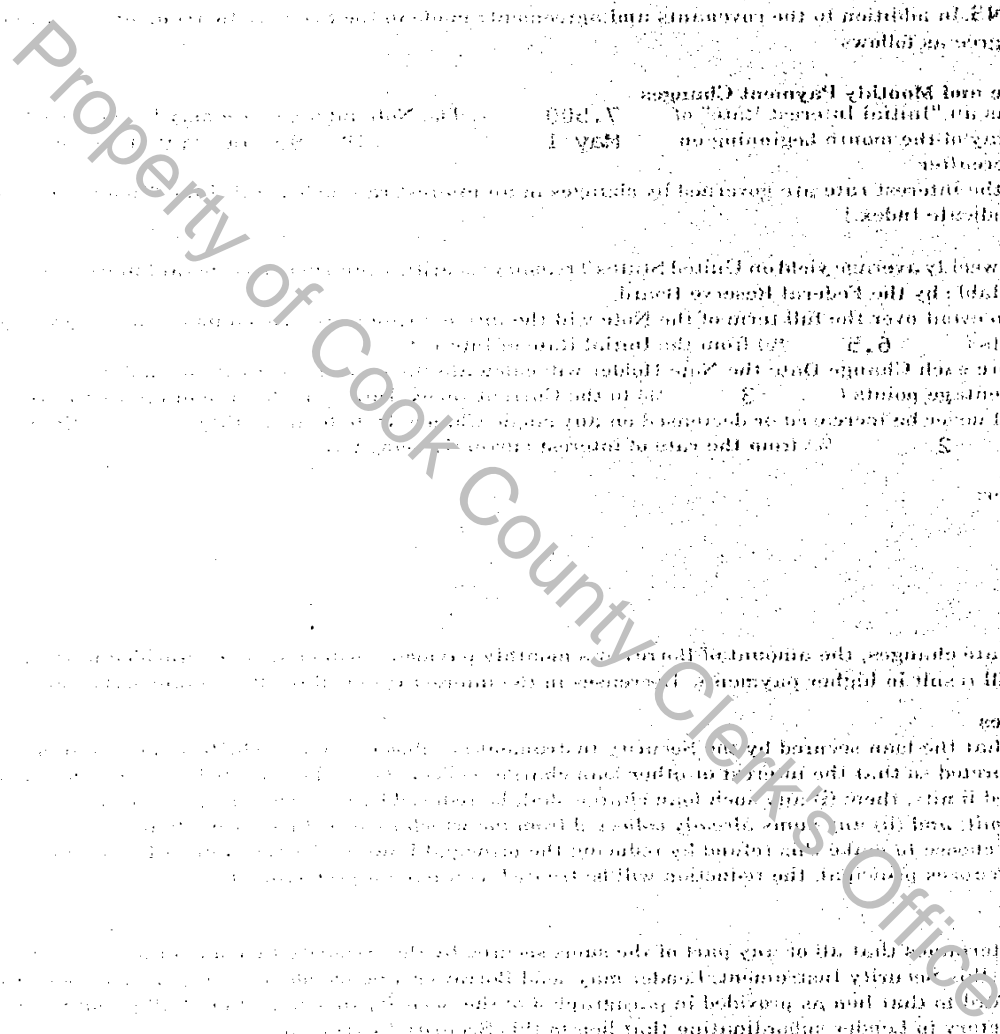
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CONDOMINIUM RIDER

CITICORP SAVINGS®

Loan Number: 000989590

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

THIS CONDOMINIUM RIDER is made this 26th day of April, 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:
2201 NORTH CLEVELAND UNIT 303, 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:

CLEVELAND 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 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 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.


LYNN M BOCHTLER

-Borrower

-Borrower

-Borrower

-Borrower

68193151

UNOFFICIAL COPY

COOK COUNTY CLERK'S OFFICE

CONDOMINIUM FIDELITY

Case Number: 000895200
Date Filed: 11/28/2011
Time: 10:10 AM

Case Number: 000895200

THE CONDOMINIUM FIDELITY UNIT shall be a unit in the Condominium and shall be subject to the same rules and regulations as the other units in the Condominium. The Condominium shall be subject to the same rules and regulations as the other units in the Condominium. The Condominium shall be subject to the same rules and regulations as the other units in the Condominium.

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Property of Cook County Clerk's Office

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LYNN M. BOCHLER

000895200

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UNOFFICIAL COPY

Attorneys' Title Guaranty Fund, Inc.

STATE OF Illinois)
) SS.
 COUNTY OF Cook)

Commitment or Policy No. 1046811
 Loan No. _____

COMPOSITE MORTGAGE STATEMENT

THE UNDERSIGNED PARTIES HEREBY CERTIFY with respect to the land described in the above Commitment or Policy:

1. That said encumbrance and note(s) or bonds and interest notes or coupons secured thereby are good and valid and in all respects free from all defenses, both in law and in equity, and that any person purchasing or otherwise acquiring any interest therein may do so in reliance upon the truth of the matters herein recited; and that this affidavit is made for the purpose of better enabling the legal holder(s) of said securities to sell, pledge or otherwise dispose of the same freely at any time, and so as to insure the purchaser(s) or pledgee(s) thereof, against any claim of defense thereto by the maker(s) thereof, their heirs, personal representatives or assign.
2. That within the last four months, including the date hereof, no improvements or repairs have been made on the land or upon any building on said land, nor any work done thereon which have or has not been fully paid for, nor have any materials which have not been fully paid for been furnished within said four months for use upon said land or any building thereon, and that no contract of any kind has been made, nor anything done, suffered or permitted, in relation to said land or any building thereon or improvements thereon, in consequence of which any lien or claim may be enforced against said land, building thereon or presently contemplate use of part or all of the loan proceeds to pay for labor or materials in making any improvements or repairs on the premises.
3. That no conditional bill of sale, retain title contract or chattel mortgage has been given by the undersigned, or to the knowledge of the undersigned, for or in connection with any materials, fixtures, furnishings, appliances or machinery placed upon or installed in said premises.
4. That the undersigned purchaser(s) is(are) in possession of said premises; that no contract has been entered into for the sale or conveyance of said premises by the undersigned or to the knowledge of the undersigned; and that there is outstanding no unrecorded deed, mortgage or other conveyance thereof executed by the undersigned or to the knowledge of the undersigned. (NOTE: If there are any exceptions, state them here: _____)
5. That said premises are subject only to ordinary current leases to tenants now in possession, none of which expires later than three years from date and none of which contains an option to purchase, right of renewal or other unusual provision. (NOTE: If there are any exceptions, state them here: _____)
6. That the undersigned makes the above statements for the purpose of inducing Attorneys' Title Guaranty Fund, Inc. to issue its owners or loan policy pursuant to the above Commitment or Policy.

Walter S. [Signature] Seller or Owner (Seal)
 _____ (Seal)

Lynn M. [Signature] Purchaser (Seal)
 _____ (Seal)

IN WITNESS WHEREOF, _____ has caused these presents to be signed by its _____ President and attested by its Secretary under its corporate seal on the above date.
 By _____ President

IN WITNESS WHEREOF, _____ has caused these presents to be signed by its _____ President and attested by its Secretary under its corporate seal on the above date.
 By _____ President

ATTEST: _____ Secretary

ATTEST: _____ Secretary

The above statements are made by _____ not personally but as Trustee under the trust agreement known as Trust No. _____, on the above date by virtue of the written authority and direction of the beneficiaries under the trust. _____ (Seal)

The above statements are made by _____ not personally but as Trustee under the trust agreement known as Trust No. _____, on the above date by virtue of the written authority and direction of the beneficiaries under the trust. _____ (Seal)

Subscribed and sworn to before me this _____ day of _____, 19____.

Subscribed and sworn to before me this _____ day of _____, 19____.

 Notary Public

 Notary Public

LENDER'S DISBURSEMENT STATEMENT

TO ATTORNEYS' TITLE GUARANTY FUND, INC.:
 The undersigned hereby certifies to you that on the 26th day of APRIL, 1988 complete and final disbursement of the proceeds of the loan secured by the encumbrance insured by the above Commitment or Policy was made to or on the order of the mortgagor(s) therein named; and that the undersigned has no knowledge nor does the undersigned require that the proceeds of said loan are to be used to pay for labor and material in the making of future improvements or repairs on the land described in said encumbrance or upon any building located thereon. You are hereby authorized to bring down your searches and examination of title to cover the date of said disbursement.

By: [Signature]

68193161

UNOFFICIAL COPY

Attorney's Title

11/11/11

2000

COMPOSITE FORMATION STATEMENT

The undersigned hereby certifies that the information furnished in the foregoing statement is true and correct to the best of his knowledge and belief.

[Signature]

[Signature]

[Signature]

Property of Cook County Clerk's Office

88888888

COMPOSITE FORMATION STATEMENT

The undersigned hereby certifies that the information furnished in the foregoing statement is true and correct to the best of his knowledge and belief.

[Signature]

[Signature]

[Signature]

UNOFFICIAL COPY

Attorneys' Title Guaranty Fund, Inc.

STATE OF Illinois)
) SS.
 COUNTY OF Cook)

Commitment or Policy No. 1046811

Loan No. _____

COMPOSITE MORTGAGE STATEMENT

THE UNDERSIGNED PARTIES HEREBY CERTIFY with respect to the land described in the above Commitment or Policy:

1. That said encumbrance and note(s) or bonds and interest notes or coupons secured thereby are good and valid and in all respects free from all defenses, both in law and in equity, and that any person purchasing or otherwise acquiring any interest therein may do so in reliance upon the truth of the matters herein recited; and that this affidavit is made for the purpose of better enabling the legal holder(s) of said securities to sell, pledge or otherwise dispose of the same freely at any time, and so as to insure the purchaser(s) or pledgee(s) thereof, against any claim of defense thereto by the maker(s) thereof, their heirs, personal representatives or assigns.
2. That within the last four months, including the date hereof, no improvements or repairs have been made on the land or upon any building on said land, nor any work done thereon which have or has not been fully paid for, nor have any materials which have not been fully paid for been furnished within said four months for use upon said land or any building thereon, and that no contract of any kind has been made, nor anything done, suffered or permitted, in relation to said land or any building thereon or improvements thereon, in consequence of which any lien or claim may be enforced against said land, building thereon or presently contemplated use of part or all of the loan proceeds to pay for labor or materials in making any improvements or repairs on the premises.
3. That no conditional bill of sale, retain title contract or chattel mortgage has been given by the undersigned, or to the knowledge of the undersigned, for or in connection with any materials, fixtures, furnishings, appliances or machinery placed upon or installed in said premises.
4. That the undersigned purchaser(s) is(are) in possession of said premises; that no contract has been entered into for the sale or conveyance of said premises by the undersigned or to the knowledge of the undersigned; and that there is outstanding no unrecorded deed, mortgage or other conveyance thereof executed by the undersigned or to the knowledge of the undersigned. (NOTE: If there are any exceptions, state them here: _____)
5. That said premises are subject only to ordinary current leases to tenants now in possession, none of which expires later than three years from date and none of which contains any option to purchase, right of renewal or other unusual provision. (NOTE: If there are any exceptions, state them here: _____)
6. That the undersigned makes the above statements for the purpose of inducing Attorneys' Title Guaranty Fund, Inc. to issue its owners or loan policy pursuant to the above Commitment of Policy.

Walter Smith Seller or Owner (Seal)
 _____ (Seal)

Laura M. Beckler Purchaser (Seal)
 _____ (Seal)

IN WITNESS WHEREOF _____
 _____ has caused these
 presents to be signed by its _____
 President and attested by its _____
 Secretary under its corporate seal on the above date.
 By _____ President
 ATTEST: _____ Secretary

IN WITNESS WHEREOF _____
 _____ has caused these
 presents to be signed by its _____
 President and attested by its _____
 Secretary under its corporate seal on the above date.
 By _____ President
 ATTEST: _____ Secretary

The above statements are made by _____

 not personally but as Trustee under the trust agree-
 ment known as Trust No. _____, on the
 above date by virtue of the written authority and
 direction of the beneficiaries under the trust.
 _____ (Seal)

The above statements are made by _____

 not personally but as Trustee under the trust agree-
 ment known as Trust No. _____, on the
 above date by virtue of the written authority and
 direction of the beneficiaries under the trust.
 _____ (Seal)

Subscribed and sworn to before me this _____
 day of _____, 19____.

 Notary Public

Subscribed and sworn to before me this _____
 day of _____, 19____.

 Notary Public

LENDER'S DISBURSEMENT STATEMENT

TO ATTORNEYS' TITLE GUARANTY FUND, INC.:

The undersigned hereby certifies to you that on the 26th day of APRIL, 1988
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 on the order of the mortgagor(s) therein named; and that the undersigned has no knowledge nor does the undersigned require that the proceeds of
 said loan are to be used to pay for labor and material in the making of future improvements or repairs on the land described in said encumbrance or
 upon any building located thereon. You are hereby authorized to bring down your searches and examination of title to cover the date of said dis-
 bursement.

ATGE
W. J. ...
 By _____

88193161

UNOFFICIAL COPY

Attorneys, This Officially Printed System

11/11/11

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