

# UNOFFICIAL COPY RECORDING

THIS INSTRUMENT WAS PREPARED BY: LYNN MAUPISIA  
One North Dearborn Street  
Chicago, Illinois 60602

## BOX 156

### CITICORP SAVINGS

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

LOAN NUMBER: 000999979

0001-01  
744444 TRAN 0003 04/07/88 09-08  
#0011 # 15 W 1111-24475  
BOOK COUNTY RECORDER

88244758

## MORTGAGE

242  
881970

THIS MORTGAGE ("Security Instrument") is given on **May 19**  
1988 The mortgagor is **WILLIAM J KEHRER and SANDRA C KEHRER, his wife**

### -88-244758

("Borrower") This Security Instrument is given to Citicorp Savings of Illinois, A Federal Savings and Loan Association, which is organized and existing under the laws of The United States, and whose address is One South Dearborn Street, Chicago, Illinois 60603 ("Lender") Borrower owes Lender the principal sum of **ONE HUNDRED FIFTY TWO THOUSAND AND 00/100** Dollars (US \$152,000.00) 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 **June 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 amendments, (b) the payment of all other sums, with interest, as herein extended 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 in full, present and convey to Lender the following described property located in **COOK** County Illinois

**LOT 118 IN REALMVA SUBDIVISION IN ARLINGTON HEIGHTS FIRST ADDITION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

L.D. #08-09-308-006

which has the address of **603 WEST NOYES STREET** **ARLINGTON HEIGHTS**  
Illinois **60004** ("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 HEREBY WARRANTS** that Borrower is lawfully seized of the estate here by 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** contains uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction for constituting a uniform security instrument covering real property.

COLLECTOR  
149





# UNOFFICIAL COPY

Index Number: 00099979

NOTICE TO BORROWER AND LENDER: Borrower and Lender further consent 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 14 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 10 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 reinstatement 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 attachment of the Property and if any time prior to the expiration of any period of redemption following judicial sale, Lender, its person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorney's fees, and then to the sums 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)]

- Adjustable Rate Rider
- Construction Rider
- 2-3 Party Rider
- Guaranteed Payment Rider
- Planned Unit Development Rider
- Other(s) [specify]

FOR SIGNIFICANT REASON, 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.

*William J. Keirer*  
WILLIAM J. KEIRER

Borrower

*Sandra C. Keirer*  
SANDRA C. KEIRER

Borrower

Borrower

Borrower

STATE OF ILLINOIS

*Cook*

County

THE UNDERSIGNED, *William J. Keirer*, a Notary Public in and for said county and state, do hereby certify that WILLIAM J. KEIRER and SANDRA C. KEIRER, his wife

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

Given under my hand and official seal, this 19th day of May, 1988

My Commission expires

*Robert S. Luce*  
Notary Public

Executed by the Lender & Servant of Lender and Recorder

BOX #165

88241755