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Property of Cook County Clerk's Office

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FORM 3014 (2/83)

ILLINOIS - Single Family - FINANCIAL INSTRUMENT

CITICORP SAVINGS FORM 3030 4/17 PAGE 1 OF 4

THIS RIDER IS ATTACHED TO AND MADE A PART OF THIS MORTGAGE DATED THIS 17TH DAY OF JUNE 1988, A.D.

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE FOREMENTIONED DECLARATION. THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

L.T.D. #14-33-206-047-1031

UNIT NUMBER 7D-SOUTH AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL): LOTS 6, 7, 8 AND 18, IN MC NALLY'S SUBDIVISION OF PART OF LOT 'A' OF BLOCK 19, SAID LOT 'A' BEING THAT PART OF LOT 29, SOUTH OF NEW ALLEY AND ALL OF LOTS 30 TO 44 INCLUSIVE, TOGETHER WITH FORMER VACATED 18 FOOT ALLEY, EAST OF AND ADJOINING SAID LOTS 29 TO 35 INCLUSIVE, IN ROBINSON'S SUBDIVISION OF SAID BLOCK 19 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 17, 1972 AND KNOWN AS TRUST NUMBER 76979, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT 2237706 TOGETHER WITH AN UNDIVIDED .9202 PER CENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), ALL IN COOK COUNTY, ILLINOIS.

88272813

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: COOK County, Illinois: UNIT NUMBER 7D-SOUTH AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL): LOTS 6, 7, 8 AND 18, IN MC NALLY'S SUBDIVISION OF PART OF LOT 'A' OF BLOCK 19, SAID LOT 'A' BEING THAT PART OF LOT 29, SOUTH OF NEW ALLEY AND ALL OF LOTS 30 TO 44 INCLUSIVE, TOGETHER WITH FORMER VACATED 18 FOOT ALLEY, EAST OF AND ADJOINING SAID LOTS 29 TO 35 INCLUSIVE, IN ROBINSON'S SUBDIVISION OF SAID BLOCK 19 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 17, 1972 AND KNOWN AS TRUST NUMBER 76979, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT 2237706 TOGETHER WITH AN UNDIVIDED .9202 PER CENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), ALL IN COOK COUNTY, ILLINOIS.

THIS MORTGAGE ("Security Instrument") is given on June 17 1988. The mortgagor is (STEVEN E JONES and HEIDI S JONES, his wife

\$17,000

7163654 RT Hand Seal

THIS INSTRUMENT WAS PREPARED BY: DEBBIE BROOKS  
One North Dearborn Street  
Chicago, Illinois 60602  
CITICORP SAVINGS  
Corporate Office  
One South Dearborn Street  
Chicago, Illinois 60603  
Telephone (312 977 5000)  
LOAN NUMBER: 001009703

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FORM 3014 (2-78)

ILLINOIS - Single Family - FINANCIAL UNIFORM INSTRUMENT

CITICORP SAVINGS FORM 3830C 4/17 PAGE 1 OF 4

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.

BORROWER COVENANTS that Borrower is lawfully sold 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.

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."

(The county)

60614

Illinois

("Property Address"):

(City)

CHICAGO

2100 LINCOLN PARK WEST #7D-SOUTH

which has the address of

88272813

08272813

1908 JUN 22 AM 11:32

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

PERMANENT TAX NUMBER: 14-33-206-047-1081

SEE RIDER ATTACHED

61247006

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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 may for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender may take any action under this paragraph 7, Lender may make any sums secured by a lien which has priority over this Security Instrument, including 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.

8. Preservation and Maintenance of Property; Leasehold. 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.

9. Insurance. Borrower shall obtain and maintain insurance on the Property in the amount of the replacement value of the Property. Lender shall have the right to hold the policy and receive proceeds. If Lender receives proceeds, Borrower shall promptly pay to Lender the amount of the proceeds less the amount of any other insurance proceeds payable to Borrower. Lender shall have the right to hold the policy and receive proceeds. If Lender receives proceeds, Borrower shall promptly pay to Lender the amount of the proceeds less the amount of any other insurance proceeds payable to Borrower.

10. Hazard Insurance. Borrower shall keep the Property insured against fire, lightning, theft, explosion, riot, strike, sabotage, vandalism, windstorm, hail, flood, earthquake, and other perils. Lender shall have the right to hold the policy and receive proceeds. If Lender receives proceeds, Borrower shall promptly pay to Lender the amount of the proceeds less the amount of any other insurance proceeds payable to Borrower.

11. Hazard Insurance. Borrower shall keep the Property insured against fire, lightning, theft, explosion, riot, strike, sabotage, vandalism, windstorm, hail, flood, earthquake, and other perils. Lender shall have the right to hold the policy and receive proceeds. If Lender receives proceeds, Borrower shall promptly pay to Lender the amount of the proceeds less the amount of any other insurance proceeds payable to Borrower.

12. Hazard Insurance. Borrower shall keep the Property insured against fire, lightning, theft, explosion, riot, strike, sabotage, vandalism, windstorm, hail, flood, earthquake, and other perils. Lender shall have the right to hold the policy and receive proceeds. If Lender receives proceeds, Borrower shall promptly pay to Lender the amount of the proceeds less the amount of any other insurance proceeds payable to Borrower.

13. Hazard Insurance. Borrower shall keep the Property insured against fire, lightning, theft, explosion, riot, strike, sabotage, vandalism, windstorm, hail, flood, earthquake, and other perils. Lender shall have the right to hold the policy and receive proceeds. If Lender receives proceeds, Borrower shall promptly pay to Lender the amount of the proceeds less the amount of any other insurance proceeds payable to Borrower.

14. Hazard Insurance. Borrower shall keep the Property insured against fire, lightning, theft, explosion, riot, strike, sabotage, vandalism, windstorm, hail, flood, earthquake, and other perils. Lender shall have the right to hold the policy and receive proceeds. If Lender receives proceeds, Borrower shall promptly pay to Lender the amount of the proceeds less the amount of any other insurance proceeds payable to Borrower.

15. Hazard Insurance. Borrower shall keep the Property insured against fire, lightning, theft, explosion, riot, strike, sabotage, vandalism, windstorm, hail, flood, earthquake, and other perils. Lender shall have the right to hold the policy and receive proceeds. If Lender receives proceeds, Borrower shall promptly pay to Lender the amount of the proceeds less the amount of any other insurance proceeds payable to Borrower.

16. Hazard Insurance. Borrower shall keep the Property insured against fire, lightning, theft, explosion, riot, strike, sabotage, vandalism, windstorm, hail, flood, earthquake, and other perils. Lender shall have the right to hold the policy and receive proceeds. If Lender receives proceeds, Borrower shall promptly pay to Lender the amount of the proceeds less the amount of any other insurance proceeds payable to Borrower.

17. Hazard Insurance. Borrower shall keep the Property insured against fire, lightning, theft, explosion, riot, strike, sabotage, vandalism, windstorm, hail, flood, earthquake, and other perils. Lender shall have the right to hold the policy and receive proceeds. If Lender receives proceeds, Borrower shall promptly pay to Lender the amount of the proceeds less the amount of any other insurance proceeds payable to Borrower.

18. Hazard Insurance. Borrower shall keep the Property insured against fire, lightning, theft, explosion, riot, strike, sabotage, vandalism, windstorm, hail, flood, earthquake, and other perils. Lender shall have the right to hold the policy and receive proceeds. If Lender receives proceeds, Borrower shall promptly pay to Lender the amount of the proceeds less the amount of any other insurance proceeds payable to Borrower.

19. Hazard Insurance. Borrower shall keep the Property insured against fire, lightning, theft, explosion, riot, strike, sabotage, vandalism, windstorm, hail, flood, earthquake, and other perils. Lender shall have the right to hold the policy and receive proceeds. If Lender receives proceeds, Borrower shall promptly pay to Lender the amount of the proceeds less the amount of any other insurance proceeds payable to Borrower.

20. Hazard Insurance. Borrower shall keep the Property insured against fire, lightning, theft, explosion, riot, strike, sabotage, vandalism, windstorm, hail, flood, earthquake, and other perils. Lender shall have the right to hold the policy and receive proceeds. If Lender receives proceeds, Borrower shall promptly pay to Lender the amount of the proceeds less the amount of any other insurance proceeds payable to Borrower.

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01/10/2010



If Lender requires 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.

**5. 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.

**6. 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 conservation 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, in the event of a partial taking of the Property, Lender and Borrower shall agree in writing, in which 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 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, modification of amortization 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, and shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or other similar modification of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any 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.

**7. Successors and 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 12. 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 to Lender and any other Borrower may agree to extend, modify, postpone or make any accommodations with regard to the terms of this Security Instrument or the Note without Lender's consent.

**8. 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 to limit the interest or other loan charges collected or to be collected in connection with the loan except 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 the 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.

**9. Right to Accelerate.** If agreement 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 19. If Lender exercises this option, Lender shall make the steps specified in the second paragraph of paragraph 17.

**14. Notice.** 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; Sovereignty.** 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 the Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of the Security Instrument or 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 confirmed copy of the Note and 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 Reinstate.** 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 in any applicable 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 and 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 shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under the paragraphs 13 or 17, whichever is applicable.

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Property of Cook County Clerk's Office

11/11/2011



My Commission Expires Dec. 31, 1989  
BOX #165

(Sign Below This Line Reserved For Lender and Recorder)

Notary Public

*[Signature]*

My Commission expires:

Given under my hand and official seal, this 17th day of June 1988, signed and delivered to the foregoing instrument, appeared before me this day in person, and acknowledged that they are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, and voluntarily act, for the uses and purposes therein set forth.

I, STEVEN E JONES and HEIDI S JONES, his wife, hereby certify that

THE UNDERSTOOD

County ss:

STATE OF ILLINOIS,

*Cook*

-Borrower- STEVEN E JONES

-Borrower- HEIDI S JONES

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

SEE RIDERS ATTACHED HERETO AND MADE A PART HEREOF

- Adjusted 1st Rider
- Condominium Rider
- 2-4 Family Rider
- Planned Unit Development Rider
- Other(s) [specify]
- Creditors Payment Rider

NON-UNITED COVENANTS. Borrower and Lender further covenant and agree as follows:

19. Acceleration. 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 15 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-estoppel defense 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 the 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 attorney's fees and costs of this document.

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 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 recording costs.

22. Waiver of Lien. Borrower waives all right of homestead exemption in the Property.

23. Riders to the 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)].

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Citigroup Savings of Illinois  
A Federal Savings and Loan Association  
Loan Number 001009703

CITICORP SAVINGS

ADJUSTABLE RATE  
MORTGAGE RIDER

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 17th day of June, 1988, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Bond to secure Debt (the "Security Instrument") of the name data 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

2100 LINCOLN PARK WEST #7D-SOUTH, 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. The Monthly Payment Changes

The Note has an initial interest rate of 8.375%. The Note interest rate may be increased or decreased on the last day of the month beginning on July 1, 1989, and on that day of the month every 12 months 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 in 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 Five and 5/8 percentage points ( 5.625 %) from the initial rate of interest.

Before each Change Date the Note holder will calculate the new interest rate by adding Three and 3/8 percentage points ( 3.375 %) to the Current Index. However, the rate of interest that is required to be paid shall never be increased or decreased by any single Change Date by more than Two percentage points.

(2)  Other: % from the rate of interest currently being paid.

If the interest rate changes, the amount of Borrower's monthly payments in the interest rate will result in lower payments. 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 limit, 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 exceed 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.

C. Prior Liens. Lender determines that all or any part of the sums secured by this Security Instrument are so 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.

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

HEIDI S JONES  
-Borrower (SEAL)  
STEVEN E JONES  
-Borrower (SEAL)

88272813

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RECEIVED

Property of Cook County Clerk's Office

CLASSIFIED

NOTICE TO THE PUBLIC

COOK COUNTY CLERK'S OFFICE

Borrower

Borrower

Borrower

Borrower

HEIDI S JONES  
*Heidi S Jones*

STEVEN B JONES  
*Steven B Jones*

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of instrument. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. The Owners Association unacceptably to Lender:

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptably to Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(i) The abandonment or termination of the Condominium Project, except for abandonment or termination or 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;

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:

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, shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

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.

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 amount, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," the:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium 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.

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 amount, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," the:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium 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, 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 or 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;

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptably 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 instrument. Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

2100 LINCOLN PARK WEST CONDOMINIUM (Name of Condominium Project)

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

2100 LINCOLN PARK WEST #7D-SOUTH, CHICGO, ILLINOIS 60614 (Property Address)

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:

17th day of June, 1988

THIS CONDOMINIUM RIDER is made this

1988, June 17th day of

June, 1988

Telephone (312) 977-5000

One South Dearborn Street Chicago, Illinois 60603

CITICORP SAVINGS

Corporate Office

Loan Number: 001009703

CONDOMINIUM RIDER

88272813

# UNOFFICIAL COPY

THE STATE OF ILLINOIS, COUNTY OF COOK, ss. I, Clerk of said County, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of said County.

WITNESSED my hand and seal of office at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

CLERK OF COOK COUNTY

Property of Cook County Clerk's Office

COOK COUNTY

STATE OF ILLINOIS, COUNTY OF COOK, ss. I, Clerk of said County, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of said County.