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BOX 333 - TH

THIS INSTRUMENT WAS PREPARED BY: PATRICIA RUSHIERSKI
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: 001015775

\$16.00

THIS MORTGAGE ("Security Instrument") is given on July 18
1988 The Mortgagor is LORETTA S DOWNS, DIVORCED AND NOT SINCE REMARRIED

(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 SIXTY FOUR THOUSAND TWO HUNDRED AND 00/100 Dollars (U.S.\$164,200.00). 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 August 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:

LOTS 28 AND 29 IN BLOCK 7 IN SHERMAN'S ADDITION TO HOLSTEIN IN THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER 14-31-134-041-0000

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1988 JUL 25 AM 10:54

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which has the address of

2040 NORTH HOYNE

CHICAGO

Illinois 60647 (State)

(Street)

(City)

("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 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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If Lender has received money through the proceeds of making the loan secured by this Security Instrument, Lender may make application to the court for a decree of foreclosure or sale of the property, or for any other remedy available to Lender under this Note and Lender's interest in the property. In the event of a total taking of the property, the proceeds shall be applied to Lender in the following order:
1) the amount of the principal balance of the property immediately before the taking, or for damages, if there is a loss of condominium, the proceeds shall be paid to Lender.
2) Condemnation, if the proceeds of any part of the property to an inspection spending reasonable cause for the inspection.
3) Impairment, Lender or his agent may make application for damages, and Lender's interest in the property, Lender may make application to the court for a decree of foreclosure or sale of the property, or for any other remedy available to Lender under this Note and Lender's interest in the property.

18. Borrower's Right to Retain. If Borrower makes certain conditions met by the borrower, Lender may make application to the court for a decree of foreclosure or sale of the property, or for any other remedy available to Lender under this Note and Lender's interest in the property. Lender may make application to the court for a decree of foreclosure or sale of the property, or for any other remedy available to Lender under this Note and Lender's interest in the property. Lender may make application to the court for a decree of foreclosure or sale of the property, or for any other remedy available to Lender under this Note and Lender's interest in the property. Lender may make application to the court for a decree of foreclosure or sale of the property, or for any other remedy available to Lender under this Note and Lender's interest in the property.

19. Transfer of the Property or a Security Interest. If all or any part of this Security Instrument is sold or transferred, Lender shall have any rights, powers and immunities possessed by Lender under this Note and Lender's interest in the property. Lender may make application to the court for a decree of foreclosure or sale of the property, or for any other remedy available to Lender under this Note and Lender's interest in the property.

20. Governing Law; Severability. This Security Instrument without further notice is governed by the laws of the State of California and the Federal laws as of the date of this Security Instrument. Lender may make application to the court for a decree of foreclosure or sale of the property, or for any other remedy available to Lender under this Note and Lender's interest in the property.

21. Government Affidavit. This Security Instrument shall be governed by the laws of the State of California and the Federal laws as of the date of this Security Instrument. Lender may make application to the court for a decree of foreclosure or sale of the property, or for any other remedy available to Lender under this Note and Lender's interest in the property.

22. Lender's Duties. Any notice to Borrower provided for in this Note and the law of this State shall be given by registered mail or certified mail or by personal delivery to the address of Borrower set forth in this Note and the law of this State shall be given by registered mail or certified mail or by personal delivery to the address of Borrower set forth in this Note and the law of this State.

23. Lender's Rights. If the Note or by making a direct payment to Borrower, Lender shall take such steps specified in the second paragraph of this Note and the law of this State shall be given by registered mail or certified mail or by personal delivery to the address of Borrower set forth in this Note and the law of this State.

24. Notice. If the Note or by making a direct payment to Borrower, Lender shall take such steps specified in the second paragraph of this Note and the law of this State shall be given by registered mail or certified mail or by personal delivery to the address of Borrower set forth in this Note and the law of this State.

25. Governing Law and Severability; Co-Signers. The co-signers and Lender shall be subject to the provisions of this Security Instrument without notice.

26. Impairment. Lender may make application to the court for a decree of foreclosure or sale of the property, or for any other remedy available to Lender under this Note and Lender's interest in the property. Lender may make application to the court for a decree of foreclosure or sale of the property, or for any other remedy available to Lender under this Note and Lender's interest in the property.

27. Government Affidavit. If the Note or by making a direct payment to Borrower, Lender shall take such steps specified in the second paragraph of this Note and the law of this State shall be given by registered mail or certified mail or by personal delivery to the address of Borrower set forth in this Note and the law of this State.

28. Lender's Duties. Any notice to Borrower provided for in this Note and the law of this State shall be given by registered mail or certified mail or by personal delivery to the address of Borrower set forth in this Note and the law of this State.

29. Lender's Rights. If the Note or by making a direct payment to Borrower, Lender shall take such steps specified in the second paragraph of this Note and the law of this State.

30. Notice. If the Note or by making a direct payment to Borrower, Lender shall take such steps specified in the second paragraph of this Note and the law of this State.

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BOX #165

CITICORP SAVINGS BANK, THE TRUSTEE FOR LENDER AND RECORDED.

(Please Block This Line For Lender and Recorder.)

My Commission expires 10-9-89.

Given under my hand and official seal, this 16 day of October 1988.

Subscribed and delivered the said instrument at Hart free and voluntarily etc, for the uses and purposes herein set forth.

Personally known to me to be the same Person(s) whose signature is hereunder subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he is.

I hereby certify that LORETTA S DOWNS, DIVORCED AND NOT SINCE REMARRIED
is a Notary Public in and for said County and State, do

THE UNDERSIGNED
Lorettas Downs

STATE OF ILLINOIS,

Cook Co., IL

Borrower

Lender

LORETTA S DOWNS

Lorettas Downs

By signing below, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any and all addendum(s) attached by Borrower and recorded with it.

SEE RIDGE ATTACHED HERETO AND MADE A PART HEREOF

Borrower

Lender

Lorettas Downs

Lorettas Downs

BY SIGNING BELOW, Borrower shall pay any reasonable costs without charge to Borrower or recordation costs.

21. **REBATE.** Upon acceleration of this Security Instrument, Lender shall release this Security Instrument without charge to Borrower or recordation costs.

22. **WAIVER OF HOMESTEAD.** Borrower waives all rights of homestead exemption in his Property without charge to Borrower and recordation costs.

23. **RIDES TO HOMESTEAD.** Borrower, if one or more riders are attached to this Security Instrument, shall be entitled to homestead exemption in his Property without charge to Borrower and recordation costs.

24. **FAMILY RIDER.** Admissible Rate Rider

25. **GRADUATED PAYMENT RIDER.** Graduated Unit Development Rider

26. **CONDONATION RIDER.** Planned Unit Development Rider

27. **OTHERS.** Other(s) (Specify)

18. **ACCREDITATION.** Borrower shall give notice to Securitization prior to acceleration following Borrower's breach of any covenant in this Agreement (but not prior to acceleration under Paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the date which the default must be cured; and (c) that less than 30 days from the notice is given to Borrower, by acceleration of the sum due on a date specified in the notice to Borrower, to secure payment and recordation. The notice shall be entitled to receive the acceleration and recordation and to assert its right to assert in the recordation proceeding the non-payment of a debt due or otherwise demand and collect all amounts due and owing.

19. **NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

Loan Number: 001015775

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FORM 1000-6

88325674

- (1) + The weekly average yield of a United States Treasury Security adjusted to a constant maturity of 3 years, as made available by the Federal Reserve Board.
- A. Interest Rate and Monthly Payment Changes
The Note has an initial interest rate of 10.375 %. The Note interest rate may be increased or decreased on the same day of the month every 36 months (s) thereafter. The difference in the interest rate by changes in an interest rate index called the "Index". The Index is the one box to indicate Index.
- Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is checked monthly (s) thereafter. The difference in the interest rate by changes in an interest rate index called the "Index". The Index is the one box to indicate Index.
- (2) + Other

- If the interest rate will result in higher payments, the amount of Borrower's monthly payment 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 Charge
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 to be added to the loan 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 such loan charge collected to be added to the loan in excess of the permitted limit shall be reduced by reducing the principal to make the Note payable to me, if the lender may choose to make this reduced by reducing the principal to make the Note payable to me.
- If a refund reduces principal, the reduction will be treated as a partial prepayment.
- C. Prior Liens
If lender determines that all of any part of the sum secured by this Security Instrument are subject to lien which has priority over this Security Instrument, lender may inquire (i) unencumbered to the extent that lender secures in the current Note instrument, or (ii) a change in the base index figure, or (iii) a change in the Security Instrument or any amount of lender's making the option to receive in a lump sum or in installments.
- D. Transfer of the Property
If there is a transfer of the property subject to paragraph 17 of the Security Instrument, lender may inquire (i) unencumbered to the extent that lender secures in the current Note instrument, or (ii) a change in the base index figure, or (iii) a change in the Security Instrument or any amount of lender's making the option to receive in a lump sum or in installments.

- E. Signature of the Borrower
By signing this, Borrower agrees to all of the above.
- F. Borrower's Address
Lender's address is _____
Borrower's address is _____
Other address is _____

MODIFICATIONS, in addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

2040 NORTH RYNE, CHICAGO, ILLINOIS 60647

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

same date given by the undersigned (the "Borrower"), Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower"), Deed of Trust, or Deed to Secure Debt to Citicorp Savings of Illinois, A Federal demand to amend and supplement the Note to secure Borrower's Note to Citicorp Savings of Illinois. A Federal Savings and Loan Association.

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.

Lender Number 00101575
Citicorp Savings of Illinois
A Federal Savings and Loan Association

CITICORP SAVINGS

.ADJUSTABLE RATE MORTGAGE RIDER

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WORK
ITEMS

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CITICORP SAVINGS FORM 3/82A

MULTISTATE 2-A FAMILY RIDER - FNM/FHLMC Uniform Instrument

(Seal) _____ (Signature) _____

(Seal) _____ (Signature) _____

(Seal) _____ (Signature) _____

BY SIGNING BELOW, BORROWER ACCEPTS AND AGREES TO THE TERMS AND PROVISIONS CONTAINED IN THIS 2-A FAMILY RIDER.

G. CROSS-DEFAULT PROVISION. Borrower's default under any of the remedies provided in this Security instrument shall be a breach under the Security instrument and lender may invoke any of the remedies provided in this Security instrument in which lender has an interest.

H. BORROWER. However, lender or individual any other right of remedy of lender. This assignment of rents of property to Borrower shall cure or waive any default provided below so at any time he is a lessee. Any application of rents to property shall not cause the debt secured by the Security instrument is paid in full.

I. RENTER SHALL NOT BE REQUIRED TO ENTER UPON, TAKE CONTROL OF OR MAINTAIN THE PROPERTY BEFORE OR AFTER GIVING NOTICE OF BREACH.

J. LENDER HAS NOT EXERCISED ANY PRIOR ASSIGNMENT OF THE RENTS AND HAS NOT PERFORMED ANY ACT THAT WOULD PREVENT

K. LENDER ON LENDER'S WRITTEN DEMAND TO THE LEARNER

L. RECEIVE ALL OF THE RENTS OF THE PROPERTY; AND (II) EACH LEARNER OF THE PROPERTY SHALL PAY ALL RENTS DUE AND UNPAID TO LENDER OR LENDER'S BENEFIT OR LEADER ONLY, TO THE SUMS SECURED BY THE SECURITY INSTRUMENT; (III) LEADER SHALL BE ENTITLED TO COLLECT AND

M. LEADER GIVES NOTICE TO BORROWER: (I) ALL RENT IS RECEIVED BY BORROWER SHALL BE HELD BY BORROWER AS TRUSTEE FOR

N. LEADER HAS NOT EXERCISED ANY PRIOR ASSIGNMENT OF THE RENTS AND REVENUES OF THE PROPERTY FOR ADDITIONAL SECURITY ONLY.

O. LEADER IS ENTITLED TO THE BENEFIT OF LEADER AND BORROWER. THIS ASSIGNMENT OF RENTS CONSOLIDATES AND DISOLVES AN ASSIGNMENT OF PROPERTY TO PAY THE RENTS TO LEADER OR LEADER'S AGENTS. HOWEVER, PRIOR TO LEADER'S NOTICE TO BORROWER, BORROWER'S BREACH

P. PROPERTY. BORROWER AUTHORIZES LEADER TO CALL COLLECT THE RENTS AND REVENUES AND HEREBY DIRECTS EACH LEADER TO

Q. ASSIGNMENT OF RENTS. BORROWER UNCONDITIONALLY ASSIGNS TO LEADER ALL THE RENTS AND REVENUES OF THE

R. PROPERTY. "LEASE" SHALL MEAN "SUBLEASE"; IF THE SECURITY INSTRUMENT IS ON A LEASEHOLD

S. EXISTING LEASES AND NEW LEASES, IN LEADER'S RELEASES OF THE PROPERTY. UPON THE ASSIGNMENT, LEADER SHALL HAVE THE RIGHT TO MODIFY,

T. ALL SECURITY DEPOSITS MADE IN CONNECTION WITH LEASER'S REQUEST, LEADER'S RELEASES OF THE PROPERTY AND

U. ASSIGNMENT OF LEASES; LEADER SHALL ASSIGN TO LEADER ALL RELEASES OF THE PROPERTY AND

V. BORROWER'S RIGHT TO RE-LETTER DATED, UNIFORM COVENANT 18 IS DELETED.

W. REMISSION OF INSURANCE. EXCEPT AS PERMITTED BY FEDERAL LAW, BORROWER SHALL NOT ALLOW ANY LEIN INFLUENTIAL TO THE SECURITY

X. SUBORDINATE LIENS. BORROWER SHALL MAINTAIN INSURANCE AGAINST RENT LOSS IN ADDITION TO THE OTHER HAZARDS FOR WHICH

Y. INSURANCE IS REQUIRED BY INSURER. SECURITY INSTRUMENT IS ON A LEASEHOLD

Z. BORROWER SHALL NOT MAKE A CHANGE IN THE USE OF THE PROPERTY

A. USE OF PROPERTY: COMPLIANCE WITH LAW. BORROWER SHALL NOT SEEK, AGREE TO MAKE A CHANGE IN THE USE OF THE PROPERTY

B. REGULATIONS AND REQUIREMENTS OF ANY GOVERNMENTAL BODY APPLICABLE TO THE PROPERTY.

C. REMISSION OF INSURANCE. EXCEPT AS PERMITTED BY FEDERAL LAW, BORROWER SHALL NOT ALLOW ANY LEIN INFLUENTIAL TO THE SECURITY

D. INSURANCE POLICY. BORROWER SHALL NOT SEEK, AGREE TO MAKE A CHANGE IN THE USE OF THE PROPERTY

E. SECURITY DEPOSIT. UNLESS LEADER HAS AGREED IN WRITING TO THE CHANGE, BORROWER SHALL COMPLY WITH ALL LAWS, ORDINANCES,

F. ZONING CLASSIFICATION, UNLESS LEADER HAS AGREED IN WRITING TO THE CHANGE, BORROWER SHALL COMPLY WITH ALL LAWS, ORDINANCES,

G. SECURITY DEPOSIT. UNLESS LEADER HAS AGREED IN WRITING TO THE CHANGE, BORROWER SHALL COMPLY WITH ALL LAWS, ORDINANCES,

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U. SECURITY DEPOSIT. UNLESS LEADER HAS AGREED IN WRITING TO THE CHANGE, BORROWER SHALL COMPLY WITH ALL LAWS, ORDINANCES,

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(Physical Address)

2040 NORTH HOME, CHICAGO, ILLINOIS 60647

"SECURITY INSTRUMENT, A FEDERAL SAVINGS AND LOAN ASSOCIATION ("LENDER") OF THE SAME DATE AND COVERING THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT AND LOCATED AT:

"SECURITY INSTRUMENT") OF THE SAME DATE GIVEN BY THE UNDERWRITER ("BORROWER") TO SECURE BORROWER'S NOTE TO CITICORP SAVINGS OF ILLINOIS, A FEDERAL SAVINGS AND LOAN ASSOCIATION ("LENDER") OF THE SAME DATE AND COVERING THE PROPERTY DESCRIBED

AND IS INCORPORATED INTO AND SHALL BE DEEMED TO AMEND AND SUPPLEMENT THE MORTGAGE, DEED OF TRUST OR SECURITY DEED (THE

19 88
JULY 18TH DAY OF JULY THIS 1988

THIS 2-A FAMILY RIDER IS MADE THIS 18TH DAY OF JULY 1988

CHICAGO, ILLINOIS 60603
ONE SOUTH Dearborn Street
Telephone (312) 877-5000

LOAN NUMBER: 001015775

(Assignment of Rents)

2-A FAMILY RIDER
CITICORP SAVINGS

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