

UNOFFICIAL COPY

88335946

THIS INSTRUMENT WAS PREPARED BY: **TABBIE DOCMANI**
One North Dearborn Street
Chicago, Illinois 60602

**ADJUSTABLE RATE
MORTGAGE**

CITICORP SAVINGS

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

LOAN NUMBER: 001021856

2000

THIS MORTGAGE ("Security Instrument") is given on **July 22**
1988 The mortgagor is **(MARTIN E MARTY, MARRIED TO HARRIET J MARTY**

("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 **SIXTY FOUR THOUSAND FIVE HUNDRED AND 00/100** Dollars (\$ **64,500.00**) in the full and final settlement 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**

270/2

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest and all renewals, extensions and modifications of the payment of all other sums, with interest, advanced under paragraph 7.10 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**

SEE RIDER ATTACHED

PERMANENT TAX NUMBER: 17-10-200-065-1070

UNIT NUMBER 1209 AS DELINEATED ON SURVEY OF LOTS 1 TO 8 BOTH INCLUSIVE, IN WINSTON'S PINE STREET SUBDIVISION OF PART OF BLOCK 54 IN KINZIE'S ADDITION TO CHICAGO ACCORDING TO THE MAP OF SAID SUBDIVISION RECORDED MARCH 18, 1890 IN BOOK 42 OF PLATS, PAGE 4 AS DOCUMENT NUMBER 1236447 IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND ALSO; THE NORTH 8 FEET OF THAT PART OF LOT "A" IN LILL'S CHICAGO BREWERY COMPANY'S SUBDIVISION OF BLOCK 54 IN KINZIE'S ADDITION TO CHICAGO AFORESAID WHICH LIES SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOT 8 AND WEST OF THE EAST LINE EXTENDED SOUTH OF SAID LOTS 1 TO 8 BOTH INCLUSIVE, IN WINSTON'S PINE STREET SUBDIVISION IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMALGAMATED TRUST AND SAVINGS BANK, AS TRUSTEE, UNDER TRUST AGREEMENT DATED JUNE 15, 1977, AND KNOWN AS TRUST NUMBER 777, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 24159127, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF CONDOMINIUM AFORESAID.

88335946

PERMANENT TAX NUMBER: 17-10-200-065-1070

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 AFOREMENTIONED 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.

THIS RIDER IS ATTACHED TO AND MADE PART OF THIS MORTGAGE DATED THIS 22ND DAY OF JULY, 1988 A.D..

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 use with non-uniform covenants with varied variations by jurisdiction to constitute a uniform security instrument covering real property.

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Property of Cook County Clerk's Office

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FILED 1985 JUN 28

CLERK OF COOK COUNTY

BORROWER COVENANTS The Borrower is irrevocably bound to the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for the 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 conforms with covenants but national use of uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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TOGETHER WITH all the proper records now in the public records of the County of Cook, Illinois, and all covenants, rights, appurtenances, parts, royalties, mineral and other rights and profits, water rights, and stock and all fixtures now or hereafter a part of the Property. All rights, claims and interests shall also be covered by the Security Instrument. All in the foregoing is referred to in this Security Instrument as the "Property."

Address: 60611 (Township) (Property Address)
 377 NORTH MICHIGAN #1209 CHICAGO ILLINOIS

1985 JUN 28 AM 11:55
 88335946

Property of Cook County Clerk's Office

REC-10607

THIS INSTRUMENT WAS PREPARED BY: TABBIE DOMANI
 One North Dearborn Street
 Chicago, Illinois 60602
CITICORP SAVINGS
 Corporate Office
 One South Dearborn Street
 Chicago, Illinois 60603
 Telephone (1 312 977 5000)

ADJUSTABLE RATE MORTGAGE

8 8 3 3 5 9 4 6

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UNIFORM COVENANTS, Conditions and Charges follows **4 3**
 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.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument, (b) yearly leasehold payments or ground rents on the Property, if any, (c) yearly hazard insurance premiums, and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds and the purpose for which each debit to the funds was made, accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against application as a credit against the sums secured by this Security Instrument.

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 last, to principal due.

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

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 the lien or forfeiture 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 attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 30 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the period that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval and shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall contain 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds which are applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened, if the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to allow a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not, at any time, postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not, by storage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Lender 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, judicial foreclosure proceedings or similar 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.

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.

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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 condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 60 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 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. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization 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, 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 accommodation with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and the law is finally interpreted so 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 limit; 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 amendment 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 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 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 contained 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 such action. 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 expiration of 60 days or such shorter 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 in entry of a judgment enforcing this Security Instrument, these conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenant or agreement set forth in the Security Instrument, including those Security Instrument, including, but not limited to, reasonable attorney's fees and (c) 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 continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under the paragraphs 17 or 17.

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Loan Number: 001021856

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 satisfaction of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender or its 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 taxation 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))

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Condominium Rider | <input type="checkbox"/> 2-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Adjustable Rate Mortgage Conversion Rider |
| <input type="checkbox"/> Others (specify) | | |

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.

Martin E. Marty / Andrew P. Tecson, Attorney in Fact
MARTIN E MARTY by ANDREW P. TECSON, ATTORNEY IN FACT Borrower

Harriet J. Marty / Andrew P. Tecson, Attorney in Fact
HARRIET J MARTY, by ANDREW P. TECSON, ATTORNEY IN FACT Borrower

THIS DOCUMENT IS EXECUTED BY HARRIET J MARTY, NOT AS MORTGAGOR, BUT SOLELY FOR THE PURPOSE OF EXPRESSLY WAIVING HOMESTEAD RIGHTS AND MARITAL RIGHTS AS HEREIN PROVIDED.

STATE OF ILLINOIS, COOK COUNTY

I, THE UNDERSIGNED a Notary Public in and for said county and State, do hereby certify that MARTIN E MARTY, MARRIED TO HARRIET J MARTY BY ANDREW P. TECSON, AS ATTORNEY IN FACT FOR HARRIET J. MARTY AND MARTIN E. MARTY, WIFE AND HUSBAND

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

Given under my hand and official seal, this 22ND day of JULY, 19 88
My Commission expires 9-8-89

Andrew P. Tecson
Notary Public



BOX #165

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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 22nd day of July 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 Citycorp 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

777 NORTH MICHIGAN #1209, CHICAGO, ILLINOIS 60611

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 8.000 %. The Note interest rate may be increased or decreased on the 1st day of the month beginning on February 1 1989 and on that day of the month every 6 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 _____ year(s), as made available by the Federal Reserve Board.
(2) [X] * The weekly auction average (investment) yield on six month United States Treasury Bills.
(3) [] * Other:

In no event over the full term of the Note will the interest rate be increased more than Six percentage points (6 %) from the Initial Rate of Interest. Before each Change Date the Note Holder will calculate the new interest rate by adding Three and 1/2 percentage points (3.5 %) 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 One percentage points (1 %) from the rate of interest currently being paid.

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) an increase in the limit on the amount of interest rate change over the full term of the Note, 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, and Lender and Borrower do not otherwise agree in writing, the first index named will apply to Notes with Change Date one year or more apart and the second index will apply to Notes with Change Dates less than one year apart.

Martin E Marty by Andrew P. Tecson, Attorney in Fact (SEAL)
MARTIN E MARTY, by ANDREW P. TECSON, ATTORNEY IN FACT

Harriet J Marty by Andrew P. Tecson, Attorney in Fact (SEAL)

HARRIET J MARTY, by ANDREW P. TECSON, ATTORNEY IN FACT
THIS DOCUMENT IS EXECUTED BY HARRIET J MARTY, NOT AS MORTGAGOR, BUT SOLELY FOR THE PURPOSE OF EXPRESSLY WAIVING HOMESTEAD RIGHTS AND MARITAL RIGHTS AS HEREIN PROVIDED.

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CONDOMINIUM RIDER

CITICORP SAVINGS

Loan Number: 001021856

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

THIS CONDOMINIUM RIDER is made this 22nd day of July 1988 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 777 NORTH MICHIGAN #1209, CHICAGO, ILLINOIS 60611

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

777 NORTH MICHIGAN AVENUE CONDOMINIUM

(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 hereby 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. It covenants that 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 the owner 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

Martin E. Marty, by Andrew P. Tecson, Attorney in Fact

MARTIN E MARTY, by ANDREW P. TECSON, ATTORNEY IN FACT

Harriet J. Marty, by Andrew P. Tecson, Attorney in Fact

HARRIET J MARTY by ANDREW P. TECSON, ATTORNEY IN FACT

THIS DOCUMENT IS EXECUTED BY HARRIET J MARTY, NOT AS MORTGAGOR, BUT SOLELY FOR THE PURPOSE OF EXPRESSLY WAIVING HOMESTEAD RIGHTS AND MARITAL RIGHTS AS HEREIN PROVIDED.

88335946

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THE STATE OF
COUNTY OF

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KNOW ALL MEN BY THESE PRESENTS, that I, Harrish J. Merty have made, constituted and appointed and by these presents do make, constitute, and appoint Andrew P. Telson as my true and lawful attorney for me and in my name, place and stead, to have the power of sale, purchase, acquisition, mortgage, management, disposition and/or control of all my interest in and to the following described property:

The property described in Exhibit A, attached hereto and made a part hereof.

Permanent Index No.: 17-10-200-065-1070

Property Street Address: 777 North Michigan Avenue, Unit 1009, Chicago, Illinois 60611

My said attorney shall further have the authority to purchase, acquire, contract to purchase and sell, to sell and convey said property to any Grantee whatsoever for such sum, on such terms and with such agreements as to him shall seem proper; to make, execute, acknowledge and deliver good and sufficient conveyances for the same upon any such consideration and with any such clauses, covenants and agreements to be therein contained as my said attorney shall think fit and convenient; to make, execute, deliver and acknowledge such mortgages, deed of trust, mechanic's lien contracts, construction loan agreements, interim financing agreements, long term financing agreements, and other forms of encumbrances thereon as my attorney shall deem necessary; to contract debts, liens, or obligations with reference thereto and to evidence the same by the execution of such promissory note or notes or other written evidence thereof as my attorney shall deem necessary; until the same shall be sold, to demise or lease said property to such person or persons and for such rent as he may see fit; and to ask, demand, recover, collect and receive all sums of money which shall become due and owing to me by means of any such sale, conveyance or lease; and to take all lawful ways and means for the recovery thereof, to compound and agree for the same and to execute and deliver sufficient acquittances, releases and discharges therefor as well as of any lien or liens securing any obligation arising in connection therewith. Nothing herein contained shall authorize my said attorney to alter, modify or change any loan documentation, terms or provisions with respect to the loan and mortgage made by CITICORP SAVINGS OF ILLINOIS, unless such change shall be with express written consent of said mortgagee. To exercise other such powers as may be necessary or desirable with respect to the sale, purchase, mortgage, disposition, management and herein enumerated or not; in particular, to enable my said attorney to act under changed conditions, the exact nature of which cannot now be foreseen, it being intended to vest in my said attorney, and I do hereby vest in my said attorney, full power to control and manage said property, giving and granting to my said agent and attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in connection with said property as fully, to all intents and purposes, as I might or could do if personally present, hereby ratifying and confirming whatsoever my said agent and attorney-in-fact shall or may do by virtue hereof.

I hereby agree and represent to those persons dealing with my said agent and attorney-in-fact that this power of attorney shall not terminate on disability of the principal and may be voluntarily revoked only by a written instrument of revocation filed for record in the office of the County Clerk of Cook County, Illinois.

except that, if this power of attorney has not been sooner revoked, it shall, in any event, be automatically revoked and terminated and shall become null and void and without any further action at 11:59 P.M., C.S.T., on the FIRST day of AUGUST, 1988.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of JULY, 1988.

Harrish J. Merty

STATE OF ILLINOIS
COUNTY OF COOK

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I, Jeanne Fox, a Notary Public in and for said county and state, do hereby certify that HARRISH J. MERTY personally known by me to be the same person whose name is inscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 17th day of July, 1988.

My Commission Expires:

Prepared By: Andrew P. Telson
W. Washington
Chicago, IL 60606

Notary Public Seal
JEANNE FOX
NOTARY PUBLIC STATE OF ILLINOIS
COMM. EXPIRES AUG. 1, 1991

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THE STATE OF
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS, that I, Justin E. Kelly have made, constituted and appointed and by these presents do make, constitute, and appoint Andrew P. Tesson as my true and lawful attorney for me and in my name, place and stead, to have the power of sale, purchase, acquisition, mortgage, management, disposition and/or control of all my interest in and to the following described property:

The property described in Exhibit A, attached hereto and made a part hereof.

Permanent Index No.: 17-10-200-065-1070

Property Street Address: 777 North Michigan Avenue, Unit 1209, Chicago, Illinois 60611

My said attorney shall further have the authority to purchase, acquire, contract to purchase and sell, to sell and convey said property to any Grantee whatsoever for such sum, on such terms and with such agreements as to him shall seem proper; to make, execute, acknowledge and deliver good and sufficient conveyances for the same upon any such consideration and with any such clauses, covenants and agreements to be therein contained as my said attorney shall think fit and convenient; to make, execute, deliver and acknowledge such mortgages, deed of trust, mechanic's lien contracts, construction loan agreements, interim financing agreements, long term financing agreements, and other forms of encumbrances thereon as my attorney shall deem necessary; to contract debts, liens, or obligations with reference thereto and to evidence the same by the execution of such promissory note or notes or other written evidence thereof as my attorney shall deem necessary; until the same shall be sold, to demise or lease said property to such person or persons and for such rent as he may see fit; and to ask, demand, recover, collect and receive all sums of money which shall become due and owing to me by means of any such sale, conveyance or lease; and to take all lawful ways and means for the recovery thereof, to compound and agree for the same and to execute and deliver sufficient acquittances, releases and discharges therefor as well as of any lien or liens securing any obligation arising in connection therewith. Nothing herein contained shall authorize my said attorney to alter, modify or change any loan documentation, terms or provisions with respect to the loan and mortgage made by CITICORP SAVINGS OF ILLINOIS, unless such change shall be with express written consent of said mortgagee. To exercise other such powers as may be necessary or desirable with respect to the sale, purchase, mortgage, disposition, management and herein enumerated or not; in particular, to enable my said attorney to act under changed conditions, the exact nature of which cannot now be foreseen, it being intended to vest in my said attorney, and I do hereby vest in my said attorney, full power to control and manage said property, giving and granting to my said agent and attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in connection with said property as fully, to all intents and purposes, as I might or could do if personally present, hereby ratifying and confirming whatsoever my said agent and attorney-in-fact shall or may do by virtue hereof.

I hereby agree and represent to those persons dealing with my said agent and attorney-in-fact that this power of attorney shall not terminate on disability of the principal and may be voluntarily revoked only by a written instrument of revocation filed for record in the office of the County Clerk of Cook County, Illinois.

except that, if this power of attorney has not been sooner revoked, it shall, in any event, be automatically revoked and terminated and shall become null and void and without any further action at 11:59 P.M., C.S.T., on the 1st day of August, 1958.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of July, 1958.

Justin E. Kelly
Notary Public

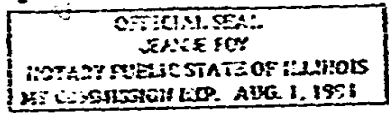
STATE OF Illinois
COUNTY OF Cook | 55

I, Andrew P. Tesson, a Notary Public in and for said county and state, do hereby certify that Justin E. Kelly personally known by me to be the same person whose name is inscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 17th day of July, 1958.

My Commission Expires: August 1, 1961
Notary Public

Prepared By: Andrew P. Tesson
225 W. Washington
Chicago, IL 60606



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EXHIBIT A

LEGAL DESCRIPTION

Unit number 1209 as delineated on survey of Lots 1 to 8 both inclusive, in Winston's Pine Street Subdivision of part of Block 54 in Kinzie's Addition to Chicago according to the map of said Subdivision recorded March 18, 1890 in Book 42 of Plats, Page 4 as document number 1236447 in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; and also; the North 8 feet of that part of Lot "A" in Lill's Chicago Brewery Company's Subdivision of Block 54 in Kinzie's Addition to Chicago aforesaid which lies south of and adjoining the south line of said Lot 8 and west of the east line extended south of said Lots 1 to 8 both inclusive, in Winston's Pine Street Subdivision in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium Ownership made by Amalgamated Trust and Savings Bank, as Trustee, under Trust Agreement dated June 15, 1977, and known as Trust Number 777, recorded in the Office of the Recorder of Cook County, Illinois, as document number 24159127, together with an undivided percentage interest in the property described in said Declaration of Condominium aforesaid.

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