

UNOFFICIAL COPY

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

5 5 6 7 2 6 5 2
88392662

CITICORP SAVINGS

MORTGAGE

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

LOAN NUMBER: 001028182

-88-392662

THIS MORTGAGE ("Security Instrument") is given on August 19
1988 . The mortgagor is AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL
BANKING ASSOCIATION,
NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 24TH, 1986 AND
KNOWN AS TRUST NUMBER 100100-07

("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 THIRTY SIX THOUSAND AND
00/100 Dollars(U.S.\$136,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 1, 2003

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:

SEE RIDER ATTACHED

PERMANENT INDEX NUMBER: 17-09-210-017-1008

17-09-01 417.00
17-09-01 TRAN 1988 08/29/88 14.30.00
#3847 #2 *-88-392662
COOK COUNTY RECORDER

which has the address of

158 WEST HURON UNIT #4C

CHICAGO

Illinois 60610

(State)
("Property Address").

(City)

(Zip Code)

TOGETHER WITH all the improvements now or hereafter created 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 use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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RECORDED BY

RECORDED IN THE OFFICE OF THE CLERK OF COOK COUNTY

ILLINOIS, ON THE 19TH DAY OF AUGUST, 1988

FOR THE RECORDING FEE OF \$10.00

RECORDED IN THE OFFICE OF THE CLERK OF COOK COUNTY

ILLINOIS, ON THE 19TH DAY OF AUGUST, 1988

FOR THE RECORDING FEE OF \$10.00

RECORDED IN THE OFFICE OF THE CLERK OF COOK COUNTY

ILLINOIS, ON THE 19TH DAY OF AUGUST, 1988

FOR THE RECORDING FEE OF \$10.00

UNIT NUMBER 158-4 "C" IN THE HURON-WELLS CONDOMINIUM AS DELINEATED ON A SURVEY OF
THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 1:

THE SOUTH 20 FEET OF LOT 1 IN BLOCK 2 IN NEWBERRY'S ADDITION TO CHICAGO, A
SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9,
TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

88392662

PARCEL 2:

THE WEST 19 FEET OF LOT 13 AND THE EAST 3 FEET OF LOT 14 IN BLOCK 2 IN NEWBERRY'S
ADDITION TO CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ALSO;

PARCEL 3:

THE WEST 22 FEET OF LOT 14 IN BLOCK 2 IN NEWBERRY'S ADDITION TO CHICAGO IN SECTION
9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIAD PRINCIPAL MERIDIAN, ALL IN COOK
COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM
RECORDED AS DOCUMENT 25206179, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN
THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER 17-09-210-017-1008

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORE 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 AFREIN.

THIS RIDER IS ATTACHED TO AND MADE PART OF THIS MORTGAGE DATED THIS 19TH DAY OF
AUGUST, 1988 A.D..

UNOFFICIAL COPY

2025 RELEASE UNDER E.O. 14176

disbursement at the Note rate and shall be payable with interest upon note. Lender is entitled to receive interest from the date of instrument unless defrauded by Lender under this provision, subject to the terms of payment, unless defrauded by Lender.

Any amounts defrauded by Lender under this provision shall be paid back to Lender by Lender's signature on the date of disbursement, less and deducting any sums advanced by Lender. Any funds held by Lender under this provision does not have to do so.

Interest on the date of disbursement, less and deducting any sums advanced by Lender, may be deducted by Lender from the date of disbursement, less and deducting any sums advanced by Lender, subject to the terms of payment, unless defrauded by Lender. Any funds held by Lender under this provision, subject to the terms of payment, unless defrauded by Lender, may be deducted by Lender from the date of disbursement, less and deducting any sums advanced by Lender, subject to the terms of payment, unless defrauded by Lender.

2. Payment of Taxes and Insurance of Property. Lender shall pay taxes and insurance of property to the date of the Note, unless defrauded by Lender, subject to the terms of payment, unless defrauded by Lender.

3. Payment of Premium and Maintenance of Property. Lender shall pay premiums and maintenance of property to the date of the Note, unless defrauded by Lender, subject to the terms of payment, unless defrauded by Lender.

4. Changes; Losses. Lender shall pay taxes and insurance of property to the date of the Note, unless defrauded by Lender, subject to the terms of payment, unless defrauded by Lender.

5. Tax and Insurance. Lender shall pay taxes and insurance of property to the date of the Note, unless defrauded by Lender, subject to the terms of payment, unless defrauded by Lender.

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8. Payment of Premium and Maintenance of Property. Lender shall pay premiums and maintenance of property to the date of the Note, unless defrauded by Lender, subject to the terms of payment, unless defrauded by Lender.

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17. Payment of Premium and Maintenance of Property. Lender shall pay premiums and maintenance of property to the date of the Note, unless defrauded by Lender, subject to the terms of payment, unless defrauded by Lender.

18. Payment of Premium and Maintenance of Property. Lender shall pay premiums and maintenance of property to the date of the Note, unless defrauded by Lender, subject to the terms of payment, unless defrauded by Lender.

19. Payment of Premium and Maintenance of Property. Lender shall pay premiums and maintenance of property to the date of the Note, unless defrauded by Lender, subject to the terms of payment, unless defrauded by Lender.

20. Payment of Premium and Maintenance of Property. Lender shall pay premiums and maintenance of property to the date of the Note, unless defrauded by Lender, subject to the terms of payment, unless defrauded by Lender.

21. Payment of Premium and Maintenance of Property. Lender shall pay premiums and maintenance of property to the date of the Note, unless defrauded by Lender, subject to the terms of payment, unless defrauded by Lender.

22. Payment of Premium and Maintenance of Property. Lender shall pay premiums and maintenance of property to the date of the Note, unless defrauded by Lender, subject to the terms of payment, unless defrauded by Lender.

88392662

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Property of Cook County Clerk's Office

UNOFFICIAL COPY

If Lender requires mortgagor to make good any part of the premium or if Lender receives notice that the premium has been paid in full, Lender may deduct the amount of the premium from the amount otherwise payable by mortgagor under this Note.

If Lender receives notice that the premium has been paid in full, Lender will credit the amount of the premium received against the amount otherwise payable by mortgagor under this Note.

8. Condemnation. If any condemnation notice is given to mortgagor, Lender may make reasonable expenses upon and disbursements of the property, Lender shall not be liable for the expenses of any condemnation or for the costs of removal of any fixture, equipment or personal property.

9. Instrument of Conveyance. If Lender receives notice of the time of sale of the property, or for conversion of the property, Lender may make reasonable expenses upon and disbursements of the property, Lender shall not be liable for the expenses of any instrument of conveyance.

10. Lender's Right to Sale. Lender may sell the property at a public auction or at private sale for the sum or for the amount of the amount otherwise payable by mortgagor under this Note.

11. Successors and Assigns. This Note and Security Instrument shall be binding on all persons claiming by or under this Note.

12. Loan Charges. If the loan secured by this Security Instrument is subjected to a law which sets maximum loan charges, and the law is found to interfere with the interest or other claim of Lender, Lender shall be relieved of any liability for the amount of such claim as provided in the note.

13. Legislative Endorsements. If Lender makes any amendment or expansion of applicable laws that affect the rights of Lender, Lender may require a new note.

14. Notes. Any note to Lender provided for in this Security Instrument shall be governed by the law of this state.

15. Governing Law; Severability. This Security Instrument shall be governed by the law of the state of New York.

16. Borrower's Copy. Borrower shall be given one conditioned copy of this Security Instrument.

17. Transfer or a Beneficial Interest in Borrower. If all or any part of the property, or any interest therein, is sold or transferred to a bona fide third person for a valuable consideration, Lender may exercise his or her right to foreclose on the property.

18. Borrower's Right to Setoff. If Lender holds a debt due from mortgagor to him which is less than 30 days from the date of this Security Instrument, Lender shall have the right to have set off debts held by Lender against the amount held by mortgagor.

19. Beneficiary of Debtor. All sums which Lender would be due under this Note and the Note held by another holder of this Security Instrument or by a holder of a junior debt due from mortgagor to him which is less than 30 days from the date of this Security Instrument, Lender shall have the right to have set off debts held by Lender against the amount held by another holder of this Security Instrument or by a holder of a junior debt due from mortgagor to him which is less than 30 days from the date of this Security Instrument.

20. Lender's Right to Foreclose. If Lender has the right to foreclose on the property, Lender may do so by the filing of a complaint in the court having jurisdiction over the property.

21. Non-Exclusivity of Remedies. The remedies available to Lender under this Note and Security Instrument are cumulative and not exclusive.

22. Lender's Right to Proceed. Lender may proceed on the note and security instrument.

23. Lender's Right to Foreclose. Lender may proceed on the note and security instrument.

24. Lender's Right to Continue Note. Lender may proceed on the note and security instrument.

25. Lender's Right to Set Off. Lender may proceed on the note and security instrument.

26. Lender's Right to Foreclose. Lender may proceed on the note and security instrument.

27. Lender's Right to Continue Note. Lender may proceed on the note and security instrument.

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RECORDED

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Loan Number: 001028182

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise.) The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (or person by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

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

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

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenant and agreements of the Security Instrument as if the rider(s) were a part of this Security Instrument [Check applicable boxes]

- Adjustable Rate Rider
- Graduated Payment Rider
- Other(s) [specify] _____

- Condominium Rider
- Planned Unit Development Rider

- 2-4 Family Rider

SEE RIDERS ATTACHED HERETO AND MADE A PART HEREOF

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

Borrower

Borrower

XXXXXXX XXXXXXX
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION,
NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 24TH, 1986 AND
KNOWN AS TRUST NUMBER 100100-07

STATE OF ILLINOIS, _____ County, _____

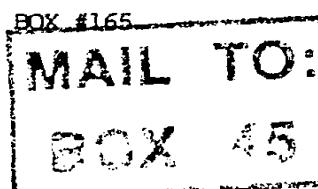
I, THE UNDERSIGNED, a Notary Public in and for said county and state, do
hereby certify that AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING
ASSOCIATION,

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

Given under my hand and official seal, this _____ day of _____, 19_____.
My Commission expires:

Notary Public

(Sign Below This Line for Record of Lender and Recipient)



UNOFFICIAL COPY

Proprietary
Document
© 1999
The State and County
of Illinois
withholding this
document
is a violation
of Exemptivity 1

88392662

This Mortgage is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagor and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
As Trustee as aforesaid and not personally

By
Peter Johansen
Vice-President
Attest
Octavia M. Greene
Assistant Secretary

STATE OF ILLINOIS, ss.
COUNTY OF COOK, ss.

I, a Notary Public, in and for said County, in the State aforesaid,
DO HEREBY CERTIFY, that Octavia M. Greene a Notary Public, in and for said County, in the State aforesaid,
Suzanne G. BAKER Vice-President of the AMERICAN NATIONAL BANK
AND TRUST COMPANY of Chicago, and Peter Johansen Assistant Secretary of said Company, who are
personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant
Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as
their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes
therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company,
did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary
act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarized on Aug 18, 1988, A. D. 19.....
Notary Public - State of Illinois - Day of
My Commission Expires 10/1991
Octavia M. Greene
Notary Public

UNOFFICIAL COPY

1982962

CONDOMINIUM RIDER

CITICORP SAVINGS

Loan Number: * 001028182

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

THIS CONDOMINIUM RIDER is made this 19th day of August, 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:

158 WEST HURON UNIT #4C, CHICAGO, ILLINOIS 60610
(Property Address)

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

HURON-WELLS CONDOMINIUM

(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) The abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

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

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

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

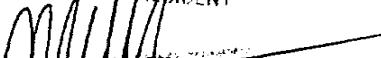
F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

The terms and conditions contained in this instrument to the contrary notwithstanding, this instrument is subject to the provisions of the Trustee's Exculpatory Rider attached hereto and made a part hereof.

-Borrower


MICHAEL J. BAKER
VICE PRESIDENT

ASSISTANT SECRETARY


AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION,
NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 24TH, 1986 AND
KNOWN AS TRUST NUMBER 100100-07

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