

# UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY: DEBBIE BROOKS  
One North Dearborn Street  
Chicago, Illinois 60602

CITICORP SAVINGS

MORTGAGE

89403679

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

LOAN NUMBER: 010025483

August 22

15<sup>00</sup>

THIS MORTGAGE ("Security Instrument") is given on  
1989. The mortgagor is (DAVID ELLIS OSWALD, BACHELOR

("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 FORTY ONE THOUSAND AND 00/100 Dollars (U.S.\$141,000.00). 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, 2019.

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

UNIT D, IN DAYTON GREEN CONDOMINIUM AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 69, 70 AND 71 IN BLOCK 6 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF OWNERSHIP MADE BY THE BANK OF RAVENSWOOD, A CORPORATION OF ILLINOIS, AS TRUSTEE,

KNOWN AS TRUST NUMBER 25-3240 RECORDED IN THE OFFICE OF THE RECORDER IN COOK COUNTY, ILLINOIS AS DOCUMENT 26330629, TOGETHER WITH ITS UNDIVIDED PERCENTAGE IN THE COMMON ELEMENTS.

I.D. #14-32-426-066-1002

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHT 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, CONVENTIONS, 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 AUGUST 1989, A.D.

ILLINOIS 60614 ("Property Address").

1/2% Extra

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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Form 1000-1000-1000-1000

This is an Unofficial Copy of a Deed or Deed of Trust. It is not a legal document. It is intended for informational purposes only. It does not have the force of law.

I, [REDACTED], do hereby declare and certify that the information contained in this instrument is true and correct to the best of my knowledge and belief.

I, [REDACTED], do hereby declare and certify that the property described below is my sole and undivided interest in the property and that I have the right to transfer it to another person or persons.

("Property Address").

Block 6064

Unit 1201

1701 North Division

CHICAGO  
ILLINOIS



89403679  
1993 May 29 AM 11:50  
SCHILLER PARK COOK COUNTY ILLINOIS  
BOOK COUNT 24 PAGE 0050

SEE RIDER ATTACHED I.D. #14-32-426-006-1002

LOAN NUMBER: 010025483

Corporate Office  
One South Dearborn Street  
Chicago, Illinois 60603  
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CITICORP SAVINGS

One North Dearborn Street  
Chicago, Illinois 60602

89403679

MORTGAGE

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07-19-2018 E/ Dmz

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CONFIDENTIAL - SECURITY INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

disbursement in the Note and shall be paid off, with interest, upon notice from Lender to Borrower certifying payment  
thereof; unless otherwise and expressly provided in the Note, until the Note is paid in full, the Note is due the date of  
any unliquidated disbursement by Lender under this Note.

7. **Prepayment of principal.** Subject to applicable law, Borrower shall have the right to prepay principal of the Note at any time  
or in part prior to maturity or before final liquidation of the Note, in whole or in part, without premium or penalty, upon  
not less than thirty (30) days written notice to Lender; provided, however, that if the Note is prepaid in whole or in part,  
Borrower shall pay all accrued and unpaid interest on the amount so prepaid, plus any additional interest which may  
accrue thereon from the date of such prepayment until the date of final liquidation of the Note.

8. **Termination and Modification of Note.** Lender shall have the right to terminate the Note by giving written notice to  
Borrower if (a) Borrower fails to pay any amount due under the Note when due, (b) Borrower fails to pay any amount  
due under the Note when due, (c) Borrower fails to pay any amount due under the Note when due, (d) Borrower fails to  
pay any amount due under the Note when due, (e) Borrower fails to pay any amount due under the Note when due,

9. **Default and Acceleration.** If Borrower fails to pay any amount due under the Note when due, or if Borrower fails to  
pay any amount due under the Note when due, or if Borrower fails to pay any amount due under the Note when due,  
Lender may declare the Note to be immediately due and payable in full, and Borrower shall be liable for all amounts  
so declared to be due and payable, together with all costs and expenses of collection, including reasonable attorney  
fees.

10. **Setoff.** In addition to all other rights available to Lender under applicable law, Lender may set off amounts due  
under the Note against amounts due under any other note, account or contract between Lender and Borrower.  
Borrower agrees that Lender may exercise the right of setoff notwithstanding any provision to the contrary in  
any agreement between Lender and Borrower.

11. **Waiver of Notice.** No notice or demand of any kind shall be required to be given by Lender to Borrower  
in connection with the Note, except as required by law. Any notice or demand given by Lender to Borrower  
shall be deemed to have been given when delivered to Borrower personally or left at his/her address  
set forth above or at such other address as Borrower may designate in writing to Lender. Any notice or  
demand given by Lender to Borrower shall be deemed given when sent by registered or certified  
mail, postage prepaid, return receipt requested, to Borrower at his/her address set forth above, or  
such other address as Borrower may designate in writing to Lender.

12. **Non-Waiver of Remedies.** No course of dealing between Lender and Borrower, nor any waiver  
by Lender of any of its rights under the Note, shall operate as a waiver of any other rights  
of Lender under the Note. Any waiver by Lender of any right or remedy under the Note  
shall not constitute a waiver of any other right or remedy under the Note.

13. **Applicable Law.** This Note shall be governed by and construed in accordance with  
the laws of the State of New York, without regard to conflicts of law principles.  
14. **Entire Agreement.** This Note contains the entire agreement between Lender and  
Borrower concerning the Note and supersedes all prior agreements between them concerning the Note.

15. **Amendments.** Any amendment to this Note must be in writing and signed by both  
Lender and Borrower.

16. **Waiver of Jury Trial.** Lender and Borrower hereby waive their right to trial by jury  
in any action or proceeding in which either party is involved.

17. **Waiver of Statute of Limitations.** Lender and Borrower hereby waive the benefit of  
any statute of limitations which may now or hereafter exist in respect of any  
claim arising out of or in connection with the Note.

18. **Waiver of Trial by Jury.** Lender and Borrower hereby waive their right to trial by jury  
in any action or proceeding in which either party is involved.

19. **Waiver of Trial by Jury.** Lender and Borrower hereby waive their right to trial by jury  
in any action or proceeding in which either party is involved.

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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 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 3 or change the amount of such payments.

**10. Borrower Not Rehoused; 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 its successor 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 to 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 expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted paragraph 19. If Lender exercises this option, Lender shall 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 confirmed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgement 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 not acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall 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 13 or 17.

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Loan Number: 01002543

NON UNIFORM COVENANTS. Lender and Borrower 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 (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by the Security Instrument.

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

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

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

- Adjustable Rate Rider  
 Graduated Payment Rider  
 Other(s) (Specify)

- Condominium Rider  
 Planned Unit Development Rider

- 2nd 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 to any rider(s) executed by Borrower and recorded with it.

*DAVID ELLIS OSWALD*  
DAVID ELLIS OSWALD

0-22-87  
Borrower

Borrower

Borrower

Borrower

STATE OF ILLINOIS,

County of

The undersigned Notary Public and for said county and state do hereby certify that DAVID ELLIS OSWALD, BACHELOR

, personally known to me to be the same Person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he will be 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 the 22ND day of AUGUST, 1989

My Commission expires

*Clora B. Miller*  
Notary Public

89403679



(Space Below This Line Reserved for Lender and His Order)

BOX #165

# UNOFFICIAL COPY

## CONDOMINIUM RIDER

Loan Number: 010025483

CITICORP SAVINGS\*

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

THIS CONDOMINIUM RIDER is made this 22nd day of August, 1989, 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:

1701 NORTH DAYTON, CHICAGO, ILLINOIS 60614  
(Property Address)

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

### DAYTON GREEN 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 6 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 lapses 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.

  
DAVID ELLIS OSWALD

022-89  
Borrower

Borrower

Borrower

Borrower

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