

UNOFFICIAL COPY 89422853

THIS INSTRUMENT WAS PREPARED BY: JACQUELYN FISHER
One North Dearborn Street
Chicago, Illinois 60602

CITICORP SAVINGS

MORTGAGE

BOX 260

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

LOAN NUMBER: 010026117

THIS MORTGAGE ("Security Instrument") is given on
1989 . The mortgagor is (VIVESH BHATIA, A, BACHELOR

August 31

89422853

("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 TEN THOUSAND AND 00/100-----

----- Dollars (U S \$ 110,000.00). 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, 2004**

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

LOT 8 IN BLOCK 1 IN GAFFIELDS SUBDIVISION OF THAT PART OF THE SOUTH HALF OF THE SOUTH WEST QUARTER OF THE SOUTH WEST QUARTER OF FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF RIDGE AVENUE IN COOK COUNTY, ILLINOIS.

TAX ID#11-07-119-027

89422853

DEPT-01 RECORDING \$15.00
TR#555 TRAN 0205 07/08/89 10:53:00
#258 # 89-422853
COOK COUNTY RECORDER

which has the address of **2118 MAPLE**
Illinois **60201** ("Property Address").

EVANSTON
Ill.

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 contains 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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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 in writing to the contrary, 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.

6. **Protection of Lender's Rights in the Property, Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in the Security Instrument or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as an action in bankruptcy or foreclosure) or to enforce laws or regulations, then Lender's actions 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 sums secured by a lien which the Property is subject to, including reasonable attorneys' fees and entering on the Property to make certain sums secured by a lien which the Property is subject to.

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

8. **Insurance.** Borrower shall keep the Property insured against fire, theft, and other hazards for which Lender requires insurance. Lender shall have the right to hold the policy and proceeds and to assign the policy to Lender. Lender shall have the right to hold the policy and proceeds and to assign the policy to Lender. Lender shall have the right to hold the policy and proceeds and to assign the policy to Lender. Lender shall have the right to hold the policy and proceeds and to assign the policy to Lender.

9. **Insurance.** Borrower shall keep the Property insured against fire, theft, and other hazards for which Lender requires insurance. Lender shall have the right to hold the policy and proceeds and to assign the policy to Lender. Lender shall have the right to hold the policy and proceeds and to assign the policy to Lender. Lender shall have the right to hold the policy and proceeds and to assign the policy to Lender.

10. **Insurance.** Borrower shall keep the Property insured against fire, theft, and other hazards for which Lender requires insurance. Lender shall have the right to hold the policy and proceeds and to assign the policy to Lender. Lender shall have the right to hold the policy and proceeds and to assign the policy to Lender. Lender shall have the right to hold the policy and proceeds and to assign the policy to Lender.

11. **Insurance.** Borrower shall keep the Property insured against fire, theft, and other hazards for which Lender requires insurance. Lender shall have the right to hold the policy and proceeds and to assign the policy to Lender. Lender shall have the right to hold the policy and proceeds and to assign the policy to Lender. Lender shall have the right to hold the policy and proceeds and to assign the policy to Lender.

12. **Insurance.** Borrower shall keep the Property insured against fire, theft, and other hazards for which Lender requires insurance. Lender shall have the right to hold the policy and proceeds and to assign the policy to Lender. Lender shall have the right to hold the policy and proceeds and to assign the policy to Lender. Lender shall have the right to hold the policy and proceeds and to assign the policy to Lender.

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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 the 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: the total amount of the sums secured immediately before the taking, divided by the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

10. Borrower Not Released; Forfeiture 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 in Borrower's successor in interest. Lender shall 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 prejudice the exercise of any right or remedy.

11. Successors 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, covenants and agreements shall be jointly and severally liable to extend, modify, forfeit or make any accommodations 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 necessarily to reduce the charge to the permitted limits, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the amount owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the refund 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 make any remedies permitted hereunder.

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 hereon or to any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Sovereignty. The Security Instrument shall be governed by local law and the law of the jurisdiction in which the Property is located. In the event that any provision in clause of the Security Instrument or the Note conflicts with applicable law, such conflict shall not affect the other provisions of the Security Instrument or the Note which can be given effect without the conflicting provision. To this end and the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one enclosed 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 to a beneficial interest in Borrower as 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 the sums prior to the expiration of this period, Lender may exercise any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Redeem. If Borrower meets certain conditions, Borrower shall have the right to have extinguished the sums secured by this Security Instrument and to receive a refund of the sums secured by this Security Instrument. The right to have extinguished the sums secured by this Security Instrument shall be subject to the terms and conditions set forth in the applicable law in the jurisdiction in which the Property is located. The right to have extinguished the sums secured by this Security Instrument shall be subject to the terms and conditions set forth in the applicable law in the jurisdiction in which the Property is located. The right to have extinguished the sums secured by this Security Instrument shall be subject to the terms and conditions set forth in the applicable law in the jurisdiction in which the Property is located.

19. Acceleration. 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 the sums prior to the expiration of this period, Lender may exercise any remedies permitted by this Security Instrument without further notice or demand on Borrower.

20. Assignment. Lender may assign or otherwise dispose of all or a portion of its interest in the Security Instrument and the Note to any assignee or transferee. The assignment or transfer shall not affect the obligations of Borrower under the Security Instrument or the Note.

21. Waiver. Lender hereby waives any and all rights which it may have under applicable law to require that the sums secured by this Security Instrument be paid to it in cash or by check or other negotiable instrument.

22. Entire Agreement. This Security Instrument and the Note constitute the entire agreement between Borrower and Lender with respect to the terms and conditions of the loan secured by this Security Instrument and the Note.

23. Counterparts. This Security Instrument may be executed in counterparts, each of which shall be deemed to be an original copy of this Security Instrument, and all of which when taken together shall constitute one and the same agreement.

24. Severability. If any provision of this Security Instrument is held to be unenforceable under applicable law, the remaining provisions of this Security Instrument shall survive and be enforceable.

25. Assignment of Rights. Lender hereby assigns to the assignee all of its rights and remedies under the Security Instrument and the Note.

26. Acknowledgment. Lender hereby acknowledges that it is the owner of the Property and that it has the right to mortgage the Property.

27. Assurances. Lender hereby assures that it has the right to mortgage the Property and that it is the owner of the Property.

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BOX #165

OFFICIAL SEAL
MARY JEAN SULLIVAN
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. NOV. 21, 1991

Mary Jean Sullivan
Notary Public

My Commission Expires

Given under my hand and official seal this

31st day of August 1988

signed and delivered the foregoing instrument, appeared before me this day in person and acknowledged that he is personally known to me to be the same Person(s) whose name(s) is subscribed to the foregoing instrument, and that he is

and hereby certifies that VIVESH BHATTIA, A, BACHELOR

THE UNDERSIGNED

STATE OF ILLINOIS

Cook

Borrower

Borrower

VIVESH BHATTIA
Vivesh Bhattia

noted(s) executed by Borrower and recorded with it

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any

SEE RIDERS ATTACHED HERETO AND MADE A PART HEREOF

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Guaranteed Payment Rider
- Planned Unit Development Rider
- Others (Specify)
- 2-4 FAMILY RIDER ATTACHED

22. **Waiver of Remedies:** Borrower waives all right of remedies...
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 as applicable below.)

19. **Acceleration, Remedies:** Lender shall give notice to Borrower prior to acceleration under paragraphs 13 and 17 unless 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) 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 institute after acceleration and the right to assert in the notice provided in this paragraph 19, including, (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 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 the work.

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 reasonable costs.

22. **Waiver of Remedies:** Borrower waives all right of remedies...
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 as applicable below.)

89442853

1-4 FAMILY RIDER
(Assignment of Rents)

ACCOUNT # 010026117

UNOFFICIAL COPY

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

THIS 1-4 FAMILY RIDER is made this 31ST 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:

2118 MAPLE
EVANSTON, ILLINOIS 60201

(Property Address)

1-4 FAMILY COVENANTS In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Use of Property; Compliance With Law. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. Subordinate Liens. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

C. Rent Loss Insurance. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

D. "Borrower's Right To Reinstate" Deleted. Uniform Covenant 18 is deleted.

E. Assignment of Leases. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. Cross-Default Provision. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

Vivesh Bhatia
VIVESH BHATIA

(Seal)
Borrower

(Seal)
Borrower

VB
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Borrower

(Seal)
Borrower

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