

UNOFFICIAL COPY

89-131216

THIS INSTRUMENT WAS PREPARED BY: HELEN DEANOVICH
One North Dearborn Street
Chicago, Illinois 60602

CITICORP SAVINGS

MORTGAGE

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

LOAN NUMBER: 010025784

MAIL TO [unclear]

THIS MORTGAGE ("Security Instrument") is given on
1989. The mortgagor is (HENRY J MLECZKO, A BACHELOR

September 8

89-131216

("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 FORTY FOUR THOUSAND AND 00/100----- Dollars (U.S. \$44,000.00) The debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with this full debt, if not paid earlier, due and payable on October 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:

THE SOUTH 7 FEET OF LOT 15 AND THE NORTH 23 FEET OF LOT 16 IN BLOCK 4 IN NASH'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 19-14-208-033

L-703496-C7

LAND TITLE CO.

DEPT-01 RECORDING \$14.25
T#4441 TRN 0129 09/13/89 15:51:00
#1690 * D * -89-431216
COOK COUNTY RECORDER

which has the address of 5636 SOUTH HOMAN AVE.
Chicago, Illinois 60629 ("Property Address")

CHICAGO

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

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NOT A LEGAL INSTRUMENT - FOR INFORMATION ONLY

Any amount of interest due to Lender under this paragraph 7 shall become an additional debt of Borrower secured by the Security Instrument. Lender and Borrower agree in this paragraph that interest on the portion of the principal amount of the debt that is not secured by the Security Instrument shall be paid by Lender to Borrower within the time frame specified in the Note.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and obligations contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property, Lender may exercise its rights in the Property. Lender shall take any action necessary to protect the value of the Property and Lender's interests in the Property. Lender shall also take any action necessary to protect its rights in the Property. Lender shall take any action necessary to protect its rights in the Property. Lender shall also take any action necessary to protect its rights in the Property. Lender shall also take any action necessary to protect its rights in the Property.

6. Preservation and Maintenance of Property; Laches. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is a residential mortgage, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the fee shall not merge with the Property.

Borrower shall take all reasonable steps to preserve and maintain the Property and shall not permit any third party to use the Property in a manner that would materially and adversely affect its value. Borrower shall also take all reasonable steps to preserve and maintain the Property and shall not permit any third party to use the Property in a manner that would materially and adversely affect its value. Borrower shall also take all reasonable steps to preserve and maintain the Property and shall not permit any third party to use the Property in a manner that would materially and adversely affect its value.

5. Hazard Insurance. Borrower shall keep the improved premises now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazard for which Lender requires in a written policy. Borrower shall keep the improved premises now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazard for which Lender requires in a written policy. Borrower shall keep the improved premises now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazard for which Lender requires in a written policy.

4. Charges; Taxes. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach to the Property or to the land on which the Property is situated. Borrower shall also pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach to the Property or to the land on which the Property is situated. Borrower shall also pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach to the Property or to the land on which the Property is situated.

3. Application of Payments. Lender agrees that the Security Instrument shall be applied to the principal amount of the debt, first to the interest due, then to the principal amount of the debt, and finally to the costs and expenses of the Security Instrument. Lender agrees that the Security Instrument shall be applied to the principal amount of the debt, first to the interest due, then to the principal amount of the debt, and finally to the costs and expenses of the Security Instrument.

2. Funds for Taxes and Insurance; Prepayment and Late Charges. Borrower shall promptly pay when due the principal amount of interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. Borrower shall also pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach to the Property or to the land on which the Property is situated.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal amount of interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. Borrower shall also pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach to the Property or to the land on which the Property is situated.

8/13/2016

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If Lender requires mortgage insurance as a condition of extending the sums 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 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; (a) 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 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 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.

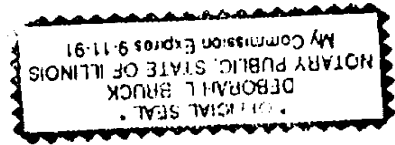
16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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 60 days for 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.

65431216



BOX #165

My Commission Expires 9-11-91

8th day of September 1989

Given under my hand and official seal, this... signed and delivered the foregoing instrument...

HENRY J. MLECZKO, A BACHELOR THE UNDERSIGNED

912131216

STATE OF ILLINOIS, County of Cook

Borrower: HENRY J. MLECZKO

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

- Adjustable Rate Rider, Graduated Payment Rider, Other(s) [Specify], etc.

19. Acceleration; Remedies; Lender shall give notice to Borrower prior to acceleration following Borrower's breach... 20. Lender in Possession... 21. Foreclosure... 22. Waiver of Homestead...