

# UNOFFICIAL COPY

FORM 4590-309 - CITICORP MORTGAGE INSTRUMENTS  
CITICORP BANK OF CHICAGO, CHICAGO, ILLINOIS

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CITICORP BANK OF CHICAGO, CHICAGO, ILLINOIS

THIS SECURITY INSTRUMENT combines information concerning the title and non uniform documents with information by jurisdiction to constitute a uniform security instrument covering real property.

BORROWER COVENANTS that Borrower is lawfully vested of the entire hereby conveyed and has the right to mortgage, grant and convey the property in accordance with demands, except for encumbrances of record. Borrower warrants and will defend Borrower to the title to the property against all claims and demands, subject to any encumbrances of record.

SECURITY INSTRUMENT OR THE "PROPERTY". All easements and fixtures and parts of the property are also covered by this security instrument. All of the foregoing is intended to be part of the property, unless specifically set forth in the "property".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances,

which has the address of  
11-32-402-035-1011  
1065 WEST NORTH SHORE, CHICAGO  
ILLINOIS  
60626  
15941  
15941  
129-Cash  
("Property Address").

PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH  
HEREIN.  
AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE  
SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS,  
EASEMENTS OR RECORD FOR THE BENEFIT OF SAID PROPERTY. THIS MORTGAGE IS  
SET FORTH IN THE AFOREMENTIONED DECLARATION AND ALL OTHER RIGHTS AND  
REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY  
AND ASSIGNS AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED  
MORTGAGOR FURTHERMORE EXPRESSLY GRANTS TO THE MORTGAGEE ITS SUCCESSORS  
AND ASSESSMENTS TO THE MORTGAGEE ITS SUCCESSORS

PARCEL 1: UNIT 1065-2 TOGETHER WITH ITS UNDIVIDED PERCENTAGE  
INTEREST IN THE COMMON ELEMENTS IN 1059-1103 WEST NORTH SHORE BEACH  
CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED  
AS DOCUMENT NUMBER 25201531, IN THE SOUTHEAST 1/4 OF SECTION 32,  
TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN COOK COUNTY, ILLINOIS.  
PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE  
TO THE DECLARATION OF CONDOMINIUM, AFORESAID, RECORDED AS DOCUMENT  
P-3, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED  
TO THE DECLARATION RIGHT TO CONDOMINIUM, AFORESAID, RECORDED AS DOCUMENT  
25201531.

The Note, for this purpose, Borrower does hereby agree to lend the following described property located  
at this Security Instrument, and to the performance of Borrower's covenants and agreements under this Security Instrument and  
all other terms, conditions and agreements contained in the Note, with interest, and all expenses  
of this Security Instrument, to the payee of this Note, with interest, and all expenses.

OCTOBER 1, 2004  
in County, Illinois  
COOK  
by Borrower, 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  
60603 ("Under"), Borrower, owner, lender the principal sum of THREE THOUSAND SEVEN HUNDRED  
AND NG/100 Dollars (\$3,700.00), this date is evidenced  
in accordance and exclusive under the laws of the United States, and whose address is 610 South Dearborn Street, Chicago, Illinois  
("Borrower"). This is duly executed under the laws of the United States, A Federal Savings and Loan Association, which  
extremely important to have a copy of the Note, with interest, and all expenses.

JAMES N. EURVIS, BACHELOR  
19 89 - The mortgagor is:  
THIS MORTGAGE ("Security Instrument") is given on  
SEPTEMBER 29

LOAN NUMBER: 010027857

Citicorp  
Corporation  
Chicago, Illinois 60603  
One South Dearborn Street  
Telephone (312) 977-5000

CITICORP  
Savings

Mortgage  
CHICAGO, ILLINOIS 60603  
ONE SOUTH DEARBORN STREET  
JULIE RADDE  
\* THIS INSTRUMENT WAS PREPARED BY

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**UNIFORM COVENANTS:** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

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

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

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

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

**6. Preservation and Maintenance of Property; Leaseholds.** Borrower shall not 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.

**7. Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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18. Borrower's Right to Repossess. If Borrower fails to perform in any manner certain covenants, Borrower shall have the right to have anyone meet at this Security Instrument and take possession of all personal property held by Borrower in any power of sale or other power granted in this Security Instrument and repossess it before Seller can assert any claim against Borrower.

If further exercises of this option, under strict prior written notice of acceleration, the holder shall provide a period of not less than 30 days from the date the notice is delivered or intended within which the holder may, if all sums so used by the holder less than 30 days from the date the notice is delivered or intended without written notice to pay all sums so used by the holder by this Section 5. If payment fails to be made within this period, then the holder may demand an account.

17. Transfer of the Property or a Chattelled Interest in Horowhenua if all of the Part of the Estate or any interest in it as aforesaid is transferred by the testator in Horowhenua to a person other than the testator.

18. **Bottomwater** A copy bottomwater shall be given an additional copy of the Note and of this section. The number

15. **Converging Law Sovereignty**. This Section illustrates how the law of the United States and the law of the individual states can converge.

11. **Notation.** Any notice to Directorate provided for in this Statuary to be given by the subscriber shall be sufficient if it is addressed to the Directorate or to the Director or to the Director of the concerned office to have been given to him to the intent of paragraph 10 of this Statute.

- 13. **Legislation** According to the **legislature**, **legislation** is the process of creating laws that are adopted by the government or by a legislative body.

12. **Joint Committee** If the loan secured by the security instrument is subject to a law which does not permit the joint committee to be appointed under the Rule, the lender will be entitled to appoint a joint committee under the Rule.

10. **Borrowers' and Holders' Relationship** The Borrower and the Lender shall not be a member of the same family or household as the Borrower's spouse or other members of the Borrower's immediate family.

Figure 1a and b shows the variation of the absorption coefficient with wavelength for the different samples.

If the *Drosophila* is hybridized to *Drosophila melanogaster* after meiosis has ended, the *Drosophila* mother will die.

In the event of a total taking of the People's Republic, the provinces shall be applied to the sums reserved by this Society destined to the use of their departments and to excess paid to the extent of a partial taking of the sums reserved by this Society destined to the use of their departments.

B. **Endocrinology.** The proceeds of any award or claim for damages, direct or consequential, in connection with any claim

B. Inspection, Lenders or the Agent may make reasonable entries upon and inspect any or all parts of the property, land or fixtures.

- \* If lender required mandatory insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium required to maintain the insurance in effect until such time as the requirement for the insurance has lapsed or been satisfied.

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

**18. 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 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 covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable boxes)

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

**SEE RIDERS ATTACHED HERETO AND MADE A PART HEREOF**

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

*James N. Putris*  
JAMES N. PUTRIS

-- Borrower

-- Borrower

-- Borrower

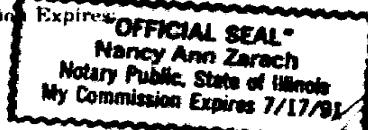
-- Borrower

State of Illinois, COOK County ss

I, THE UNDERSIGNED, a Notary Public in and for said county and state,  
do hereby certify that  
**JAMES N. PUTRIS, BACHELOR**

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

Given under my hand and official seal, this 29th day of September, 1989  
My Commission Expires:



Notary Public

This Line Reserved For Lender and Recorder

BOX #165



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