

UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY: FELICIA WILSON
One North Dearborn Street
Chicago, Illinois 60602
89471733

CITICORP SAVINGS

MORTGAGE

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

LOAN NUMBER: 010019308

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1989 OCT -5 PM 2:33

89471733

\$16.00

THIS MORTGAGE ("Security Instrument") is given on September 27, 1989. The mortgagor is (ALBERTA T BILLUPS, Divorced not since remarried

("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 EIGHTY SIX THOUSAND ONE HUNDRED AND 00/100 Dollars (U.S. \$86,100.00). 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 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.

PARCEL 1: UNIT NUMBER 641-"A" IN GARIBALDI SQUARE ON THE PARK CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 36 IN GARIBALDI SQUARE SUBDIVISION OF PARTS OF BLOCKS 40 AND 41 OF CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 89406373 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF P-1, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 89406373.

TAX ID#: 17-17-300-048-0000

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS 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 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 HEREIN.

THIS RIDER IS ATTACHED TO AND MADE PART OF THIS MORTGAGE DATED THIS 26TH DAY OF SEPTEMBER 1989, A.D.

All replacements and additions or alterations to the property are 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.

144038 17-26-88 188-22-22 1890441

89471733

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STATE OF ILLINOIS

CLERK OF COURT

CLERK OF COURT

00.018

00.018

00.018

Property of Cook County Clerk's Office

89471733

UNOFFICIAL COPY

THIS SECURITY INSTRUMENT contains uniform covenants for national use and is intended to be read in conjunction with the Uniform Security Instrument (USI) published by the International Uniform Law Commission.

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.

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."

641-A S ASHLAND
CHICAGO
which has the address of
60607
("Property Address")

Property of Cook County Clerk's Office

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 Illinois:

THIS MORTGAGE ("Security Instrument") is given on September 27, 1989. The mortgagor is ALBERTA T BILUPS, divorced not since remarried.

(\$16.00)
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1989 OCT -5 PM 2:33
COOK COUNTY, ILLINOIS
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MORTGAGE
89471733
CITICORP SAVINGS
One North Dearborn Street
Chicago, Illinois 60602

THIS INSTRUMENT WAS PREPARED BY: FELICIA WILSON
One North Dearborn Street
Chicago, Illinois 60602

89471733

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89471733

COOK COUNTY CLERK'S OFFICE
JAN 12 2011
CHICAGO, ILLINOIS 60601

UNOFFICIAL COPY

Property of Cook County Clerk's Office

89471733

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, 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. Condominium. 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 taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (a) the total amount of the sums secured 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 in 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; Forwarding by Lender Not a Waiver. Payment of the time for payment in modification or termination 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 other modification 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 forwarding 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 co-guarantors 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, borrow or make any accommodation with respect 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 limit, and (b) any sums already collected from Borrower which exceeded the permitted limit 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 make any remedies permitted in paragraph 19. If Lender exercises this option, Lender shall not be deemed to have waived any right or remedy of paragraph 17.

14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it to 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 at Lender when given as provided in this paragraph.

15. Governing Law; Sovereignty. This Security Instrument shall be governed by the law of the State 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.

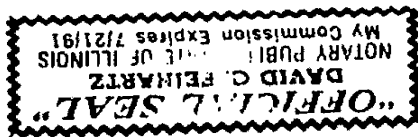
17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred) and Borrower is not a natural person) without Lender's prior written consent, Lender may, 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 laws as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of exercise. 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 the period, Lender may foreclose remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the date of a final sale or other period of application of the law may specifically for reinstatement) before sale of the Property and subject to any conditions contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument and the Note had not occurred; (c) occurs any default of any other covenants or agreements (whether or not then due under this Security Instrument) which Lender all sums which then would be due under this Security Instrument and the Note had not occurred; (d) occurs any default of any other covenants or agreements (whether or not then due under this Security Instrument) which Lender all sums which then would be due under this Security Instrument and the Note had not occurred; (e) occurs any default of any other covenants or agreements (whether or not then due under this Security Instrument) which Lender all sums which then would be due under this Security Instrument and the Note had not occurred; (f) occurs any default of any other covenants or agreements (whether or not then due under this Security Instrument) which Lender all sums which then would be due under this Security Instrument and the Note had not occurred; (g) occurs any default of any other covenants or agreements (whether or not then due under this Security Instrument) which Lender all sums which then would be due under this Security Instrument and the Note had not occurred; (h) occurs any default of any other covenants or agreements (whether or not then due under this Security Instrument) which Lender all sums which then would be due under this Security Instrument and the Note had not occurred; (i) occurs any default of any other covenants or agreements (whether or not then due under this Security Instrument) which Lender all sums which then would be due under this Security Instrument and the Note had not occurred; (j) occurs any default of any other covenants or agreements (whether or not then due under this Security Instrument) which Lender all sums which then would be due under this Security Instrument and the Note had not occurred; (k) occurs any default of any other covenants or agreements (whether or not then due under this Security Instrument) which Lender all sums which then would be due under this Security Instrument and the Note had not occurred; (l) occurs any default of any other covenants or agreements (whether or not then due under this Security Instrument) which Lender all sums which then would be due under this Security Instrument and the Note had not occurred; (m) occurs any default of any other covenants or agreements (whether or not then due under this Security Instrument) which Lender all sums which then would be due under this Security Instrument and the Note had not occurred; (n) occurs any default of any other covenants or agreements (whether or not then due under this Security Instrument) which Lender all sums which then would be due under this Security Instrument and the Note had not occurred; (o) occurs any default of any other covenants or agreements (whether or not then due under this Security Instrument) which Lender all sums which then would be due under this Security Instrument and the Note had not occurred; (p) occurs any default of any other covenants or agreements (whether or not then due under this Security Instrument) which Lender all sums which then would be due under this Security Instrument and the Note had not occurred; (q) occurs any default of any other covenants or agreements (whether or not then due under this Security Instrument) which Lender all sums which then would be due under this Security Instrument and the Note had not occurred; (r) occurs any default of any other covenants or agreements (whether or not then due under this Security Instrument) which Lender all sums which then would be due under this Security Instrument and the Note had not occurred; (s) occurs any default of any other covenants or agreements (whether or not then due under this Security Instrument) which Lender all sums which then would be due under this Security Instrument and the Note had not occurred; (t) occurs any default of any other covenants or agreements (whether or not then due under this Security Instrument) which Lender all sums which then would be due under this Security Instrument and the Note had not occurred; (u) occurs any default of any other covenants or agreements (whether or not then due under this Security Instrument) which Lender all sums which then would be due under this Security Instrument and the Note had not occurred; (v) occurs any default of any other covenants or agreements (whether or not then due under this Security Instrument) which Lender all sums which then would be due under this Security Instrument and the Note had not occurred; (w) occurs any default of any other covenants or agreements (whether or not then due under this Security Instrument) which Lender all sums which then would be due under this Security Instrument and the Note had not occurred; (x) occurs any default of any other covenants or agreements (whether or not then due under this Security Instrument) which Lender all sums which then would be due under this Security Instrument and the Note had not occurred; (y) occurs any default of any other covenants or agreements (whether or not then due under this Security Instrument) which Lender all sums which then would be due under this Security Instrument and the Note had not occurred; (z) occurs any default of any other covenants or agreements (whether or not then due under this Security Instrument) which Lender all sums which then would be due under this Security Instrument and the Note had not occurred.

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BOX #165



(Sign Below This Line Keeping the Lender and Lender's Agent)

Handwritten signature of Alberta J. Billups

My Commission expires:

22th day of Sept. 1989

Given under my hand and official seal, this signed and delivered the said instrument as subscribed to 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 is

ALBERTA J. BILLUPS, DIVORCED NOT SINCE REMARRIED

THE UNDERSIGNED

in County of Cook and State of Illinois, do hereby certify that

STATE OF ILLINOIS, County of Cook

Borrower

Borrower

Borrower

Borrower

ALBERTA J. BILLUPS

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

SEE RIDER'S ATTACHED HERETO AND MADE A PART HEREOF

- Adjustable Rate Factor
- Graduated Payment Plan
- Other(s) [Specify]
- Condominium Rider
- Planned Unit Development Rider
- 2-1 Family Rider

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; and (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 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 his 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 18, including, but not limited to, reasonable attorney's fees and costs of the work.

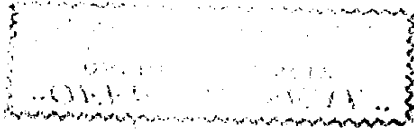
19. Acceleration under paragraph 18 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property 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 attorney's fees, and then to the sums secured by the Security Instrument.

20. Foreclosure. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any acceleration costs.

21. Waiver of Remedies. Borrower waives all right of homestead exemption in the Property.

22. 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).)

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Property of Cook County Clerk's Office

Borrower

Borrower

Borrower

ALBERTA J. BILLYS

Alberta J. Billys

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider

disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment. 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

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them; the Owners Association may have the effect of rendering the public liability insurance coverage maintained by

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by

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

Lender;

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

unitment domain;

(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

consent, either partition or subdivision of the Property or consent to:

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written

shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

elements, or for any conveyance in lieu of condemnation, and shall be paid to Lender. Such proceeds

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

Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender

C. Public Liability Insurance. Borrower shall take such actions as may be reasonably to insure that the Owners

paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be

in the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the

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

is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property

the yearly premium installments for hazard insurance on the Property; and

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of

within the term "extended coverage," that

coverage in the amount, for the period, and against the hazards Lender requires, including fire and hazards included

"master" or "blanket" policy on the condominium Project which is satisfactory to Lender and which provides insurance

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a

promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents

creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall

Project's Constituent Documents. The "Constituent Documents" are the (i) Declaration or any other document which

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium

Borrower and Lender further covenant and agree as follows:

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument,

includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

"Owners Association" holds title to property for the benefit or use of its members or shareholders, the Property also

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the

known as:

GARIBALDI SQUARE CONDOMINIUM

(Name of Condominium Project)

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

641-A S ASHLAND, CHICAGO, IL 60607

(Priority Address)

described in the Security Instrument and located at:

"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

and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the

THIS CONDOMINIUM RIDER is made this

27th day of

September

19 89

Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone (312) 877-5000

Loan Number: 010019308

CONDOMINIUM RIDER

CITICORP SAVINGS

89471733

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WALTER J. BLUMBERG

THE COMMONWEALTH OF MASSACHUSETTS
SHERIFF OF SUFFOLK COUNTY

IN RE: [Illegible Name]

[Illegible text follows, including names and addresses, but is mostly obscured by the watermark.]

Property of Cook County Clerk's Office

RETURNED TO SENDER
[Illegible text]

COMBINATION INDEX

CLICCOBLOZAMOC