

UNOFFICIAL COPY

89-474047 89-47-1047

THIS INSTRUMENT WAS PREPARED BY HELEN REED
ONE SOUTH DEARBORN STREET
CHICAGO, ILLINOIS 60603



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

Mortgage

LOAN NUMBER: 010027069

THIS MORTGAGE ("Security Instrument") is given on **OCTOBER 4**
19 **89**. The mortgagor is (

DONALD R. MOORE AND MARILYN J. MOORE, HIS WIFE
MARILYN J. MOORE

("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 THIRTY TWO THOUSAND FIVE HUNDRED AND NO/100** Dollars (U.S. \$ **132,500.00**). 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 **NOVEMBER 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

LOT 2 IN STREAMSTOWN VILLA, A SUBDIVISION OF THE SOUTH 660.00 FEET OF THE EAST 60 ACRES (EXCEPT THE WEST 230.00 FEET OF THE SOUTH 660.00 FEET AND EXCEPT THE SOUTH 660.00 FEET OF THE EAST 330.00 FEET) OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$14.25
783333 TRAN 7463 10/05/89 12:32:00
#6402 # C #-89-474047
COOK COUNTY RECORDER

27-02-400-035

which has the address of **14241 SOUTH STREAMSTOWN, ORLAND PARK**
Illinois **60462** [Street] [City]
[Zip Code] ("Property Address")

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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ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

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FORM 3014 (2/82)

Q-30894

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Any amounts disbursed by Lender under this paragraph 2 shall become additional debt of Borrower secured by this Security Instrument. These 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.

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, petition 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. 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.

8. Preservation and Maintenance of Property; Leasehold. 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 the title to the Property, the leasehold and fee title shall merge unless Lender agrees to the merger in writing.

9. Hazard Insurance. Borrower shall keep the improvements now existing or hereinafter existing on the Property insured against loss by fire, lightning, explosion, riot, strike, extended coverage, and any other hazards for which Lender requires insurance. The insurance shall be for the full replacement value of the improvements and for the period the insurance carrier provides. The insurance carrier shall not be unreasonably withheld.

10. Applicable Law. This Security Instrument shall be governed by the laws of the State of California. The parties agree that the courts in the State of California shall have the right to hear the disputes and to resolve them. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and a copy of the policy. Borrower shall give prompt notice to the insurance carrier and Lender if Lender makes proof of loss or if the carrier makes proof of loss.

11. Applicable Law. This Security Instrument shall be governed by the laws of the State of California. The parties agree that the courts in the State of California shall have the right to hear the disputes and to resolve them. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and a copy of the policy. Borrower shall give prompt notice to the insurance carrier and Lender if Lender makes proof of loss or if the carrier makes proof of loss.

12. Funds for Taxes and Insurance; 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. Lender shall pay to the principal of the debt when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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UNOFFICIAL COPY. Borrower and Lender covenant and agree as follows:

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16. Borrower's Right to Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have enforce...

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest...

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

19. Governing Law; Severability. This Security Instrument shall be governed by the law and the law of the jurisdiction...

20. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing...

21. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any...

22. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges...

23. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this...

24. Borrower Not Released; Performance by Lender Not a Waiver. Extension of the time for payment or nonpayment...

25. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any con...

26. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give...

27. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower...

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NON UNIFORM COVENANTS. Borrower and Lender 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 14 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default on a date not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; 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, together with judicial proceedings and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to raise, *in the foreclosure proceedings*, 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 attorney's 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 on 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 riders were a part of this Security Instrument. (Check applicable boxes):

- Adjustable Rate Rider
- Graduated Payment Rider
- Others (specify):
- Condominium Rider
- Planned Unit Development Rider
- 2-1 Family Rider
- Adjustable Rate Mortgage Conversion Rider

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

Donald R. Moore
DONALD R. MOORE

Borrower

Marilynn J. Moore
MARILYNN J. MOORE

Borrower

Borrower

Borrower

State of Illinois

Cook

County of

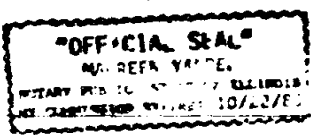
I, THE UNDERSIGNED, a Notary Public in and for said county and state,

do hereby certify that DONALD R. MOORE AND ~~XXXXXXXXXXXXXXXXXXXX~~ HIS WIFE MARILYNN J. MOORE

personally known to me to be the same persons whose names ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 4th day of October, 1989

My Commission Expires



Maureen Yorkell
Notary Public

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BOX #165