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8 9 5 3 5 6 3 2

THIS INSTRUMENT WAS PREPARED BY: DEBBIE BROOKS
One North Dearborn Street
Chicago, Illinois 60602

CITICORP SAVINGS

MORTGAGE

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

89535632

COOK COUNTY, ILLINOIS

1989 10 22

89535632

LOAN NUMBER: 010022825

\$17.00

THIS MORTGAGE ("Security Instrument") is given on
1989 . The mortgagor is (JAMES E CASTRITSIS, A BACHELOR

October 31

("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 FOUR THOUSAND ONE HUNDRED AND 00/100----- Dollars (U.S.\$134,100.00) 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 November 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:

(PARCEL 1):
UNIT NUMBER 641-1B IN GARIBALDI SQUARE ON THE PARK CONDOMINIUM AS
DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
LOT 56 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 89486373
TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS
IN COOK COUNTY, ILLINOIS
(PARCEL 2):

THE EXCLUSIVE RIGHT TO THE USE OF P-2, A LIMITED COMMON ELEMENT, AS
DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED
AS DOCUMENT 89486373.

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.

L.D. #±7-17-300-048-0000

89535632

THIS RIDER IS ATTACHED TO AND MADE PART OF THIS MORTGAGE DATED THIS 31ST
DAY OF OCTOBER 1989, A.D..

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.

1440386/123/4M/D6 2000

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FORM 304 (1-7-83)

ILLINOIS SINGLE-FAMILY MORTGAGE SECURITY INSTRUMENT

8 9 5 3 5 6 3 2

THIS SECURITY INSTRUMENT contains uniform covenants for real estate used and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real 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.

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."

60607 Illinois which has the address of 641 B SOUTH ASHLAND CHICAGO ("Property Address")

Property of Cook County Clerk's Office

SEE RIDER ATTACHED I.D. #17-17-308-049-0000

89535632

CITICORP SAVINGS One North Dearborn Street Chicago, Illinois 60602

THIS INSTRUMENT WAS PREPARED BY: DEBBIE BROOKS

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Property of Cook County Clerk's Office

00.11.00

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, the 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 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 agreement 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 for mortgage, grant and convey the sums secured by this Security Instrument, and (b) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any amendments 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 to limit the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then (a) any such loan charges 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. The 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 follow 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 confirmed copy of the Note and of this Security Instrument. Note are declared to be severable.

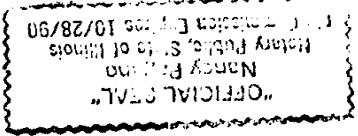
17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at 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 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 earlier of (a) 5 days or such other period as applicable law may specify by reinstatement before sale of the Property pursuant to any power of sale contained in this Security Instrument or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which would be due under this Security Instrument and the Note had not acceleration occurred; (b) cures any default of any other covenant or agreement; (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 option shall not be exercised by Lender if the use of acceleration is prohibited by the paragraphs 13 or 17.

89535632

Return to
BOX #165



(Sign Below This and Notary Public For (Check and Fill In))

Nancy Pardo
Notary Public

10/28/90

Given under my hand and official seal, this _____ day of _____ 19____, signed and delivered to the foregoing instrument as _____ (personally known to me to be the name Person(s) whose name(s) _____ he _____ is _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged and _____ his _____ free and voluntary act, for the uses and purposes therein set forth

I, _____ THE UNDERSIGNED _____ hereby certify that _____ JAMES E CASTRITIS, A BACHELOR _____ a Notary Public in and for said county and state, do _____

STATE OF ILLINOIS _____ County: _____

Borrower _____

JAMES E CASTRITIS
Borrower _____

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

SEE RIDERS ATTACHED HERETO AND MADE A PART HEREOF

- Adjustable Rate Rate
- Checkroom Forks
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) (Specify)
- 2-4 Family Rider

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 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 reinstatement 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 the right to assert in the foreclosure proceeding the non-secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of the work done.

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. 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 recording 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 (if applicable to be) the covenants and agreements of the Security Instrument as if the riders were a part of this Security Instrument. (Check up

89535632

Borrower _____

Borrower _____

JAMES E. CASTRITSIS
James E. Castritsis

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider. (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

(iii) termination of professional management and assumption of self-management of the Owners Association; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(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 eminent domain; E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

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 elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. (ii) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and (iii) Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amount, for the period, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then: (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and (ii) Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender, further covenant and agree as follows: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: GARBALDT SQUARE ON THE PARK CONDOMINIUM

(Name of Condominium Project) The "Condominium Project" is the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders. The Property also includes Borrower's interest in the Owners Association and the use, proceeds and benefits of Borrower's interest.

THIS CONDOMINIUM RIDER is made this 11th day of October, 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: 641 B SOUTH ASHLAND, CHICAGO, ILLINOIS 60607

Property Address: 641 B SOUTH ASHLAND, CHICAGO, ILLINOIS 60607 The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: GARBALDT SQUARE ON THE PARK CONDOMINIUM

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

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01004412A

 Borrower (Sign)

 Borrower (Sign)

 Borrower (Sign)

 Borrower (Sign)

Property of Cook County Clerk's Office

James E. Castriasis
 JAMES E. CASTRIASIS

 Borrower (Sign)

BY SIGNING BELOW, Borrower accept and agree to the terms and covenants of this Assumption Rider.

of the current Note balance and its normal loan closing costs, except the cost of a real estate appraisal.

B. ADDITIONAL CHARGES. In addition to adjusting the Note interest rate, Lender may charge an amount up to one percent (1%) of the new interest rate extend 25 % per annum.

D. ASSUMPTION INTEREST RATE. Lender has the right to change the Purchase a different interest rate under the Note than was paid by Borrowers. Lender will charge an interest rate which is the greater of one percent (1%) lower than the interest rate being charged on Lender's most comparable product at the time of assumption, or the Note interest rate; provided, however, that in no event shall

- 6. Lender must reasonably determine that Lender's security will not be impaired by the loan assumption.
- 4. Purchaser shall assume only the balance due on the Note at the time of assumption for the term remaining on the Note; applicable; Borrower's prior mortgage insurance coverage must be transferred to the purchaser in writing, unless waived by Lender; and
- 3. Purchaser must meet Lender's credit underwriting standards for the type of loan being assumed or if Lender were making a new loan to purchase.
- 2. Purchaser must be an individual, not a partnership, corporation or other entity.
- 1. This Assumption Rider applies only to the first transfer of the Property by Borrower and not to a foreclosure sale;

C. APPLICABILITY. Lender is bound by these conditions and terms, as follows:

B. AGREEMENT. Lender may require the Purchaser to sign an assumption agreement, in the form required by lender, which obligates the Purchaser to keep all the promises and agreements made in the Note and Security Instrument. Borrower will continue to be obligated under the Note and Security Instrument unless Lender releases Borrower in writing.

A. ASSUMPTION. Any person purchasing the Property from Borrower may assume full liability to repay Borrower's Note to Lender under the terms and conditions set out in this Assumption Rider.

Lender further covenant and agree as follows:

ASSUMPTION COVENANTS, in addition to the covenants and agreements made in the Security Instrument, Borrower and
 (PROPERTY ADDRESS)
 CHICAGO, ILLINOIS 60607
 641 B SOUTH ASHLAND

into and shall be deemed to amend and supplement the Mortgage, based of Trust or Security Instrument ("Security Instrument") of the same date given by the undersigned person whether one or more, (the "Borrower") to secure the 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 this Security Instrument and located at:

Loan No.: 010022825

THIS ASSUMPTION RIDER is made this 31st day of October, 1989

A Federal Savings and Loan Association
Citicorp Savings of Illinois

Fixed Rate
Assumption
Rider

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Property of Cook County Clerk's Office

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