

mailed to *Chicagoland* **UNOFFICIAL COPY**

PREPARED BY: *Citibank*  
**CITICORP MORTGAGE, INC.**  
**645 MARYVILLE CENTRE DR.**  
**MAIL STATION MV-881**  
**ST. LOUIS, MO 63141**  
**AUDIT DEPARTMENT**

BOX 333 - GG

89072600

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[Space Above This Line For Recording Data]  
9749928

**MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 15, 19 89.  
The mortgagor is WILLIAM H. MILLER AND ELIZABETH PERINO\*\* \*A BACHELOR \*\*AN UNMARRIED WOMAN\*\*  
("Borrower"). This Security Instrument is given to CITICORP MORTGAGE, INC., which is organized and existing  
under the laws of DELAWARE, and whose address is 670 MASON RIDGE CENTER DRIVE ST. LOUIS, MO 63141 ("Lender").  
Borrower owes Lender the principal sum of NINETY NINE THOUSAND TWO HUNDRED AND NO/CENTS  
Dollars (U.S. \$ 99,200.00). 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 MARCH 01, 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:

*SEAT Bill*

LOT 13 IN SEAL AND SMITH SUBDIVISION OF SOUTH 1/2 OF BLOCK 5 (EXCEPT THE EAST 124.8 FEET THEREOF) IN CANAL TRUSTEES SUBDIVISION OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN#17-33-114-013-0000

*COOK COUNTY, ILLINOIS*  
FILED FOR RECORD

1989 FEB 16 AM 11:51

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which has the address of 3231 SOUTH NORMAL AVENUE, CHICAGO,  
(Street) (City),  
Illinois 60616 ("Property Address");  
(Zip Code)

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".

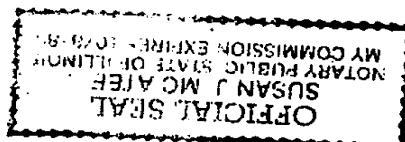
BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims 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.

**ILLINOIS — Single Family — FNMA/FHLMC UNIFORM INSTRUMENT**

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*[Handwritten signature]*



My Commission expires: 10-8-89

GIVEN under my hand and official seal, this 15th day of December, 1989.

I, William H. Miller, a native of Will County, Illinois, do hereby certify that I am a person, and acknowledge that, this day, signed and delivered the said instrument as, true, free and voluntary act, for the uses and purposes herein set forth.

William H. Miller

Signature

William H. Miller

Address: 123 Main Street, Willowbrook, IL 60521

City: Willowbrook

County: Will

State: Illinois

STATE OF ILLINOIS, COUNTY OF WILL, COUNTY CLERK'S OFFICE

(Space Below This Line For Acknowledgment)

COK

WILLIAM H. MILLER  
William H. Miller

ELIZABETH PERINO  
(Seal)

WILLIAM H. MILLER  
(Seal)

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.

- Adjustable Rate Rider
- Adjustable Payment Rider
- Condominium Rider
- 1-4 Family Rider
- Fixed Rate Rider
- Planned Unit Development Rider
- Other(s) [Specify]

23. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the 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 part of this Security Instrument. [Check applicable box(es)]

24. Lender in Possession. 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.

25. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to the recipient of rents, including, but not limited to, receiver's fees, premiums on receivables, attorney's fees, and then to the sums secured by this Security Instrument.

26. Property and Collection of Rents. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of collection of rents, including, but not limited to, receiver's fees, premiums on receivables, attorney's fees, and then to the recipient of rents, including, but not limited to, receiver's fees, premiums on receivables, attorney's fees, and then to the sums secured by this Security Instrument.

27. Default. If the note is not cured on or before the date specified in the note, Lender may foreclose its right to accelerate and foreclose by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the note, including attorney's fees, and to receive the sum secured by the note. Lender may foreclose its right to accelerate and foreclose by judicial proceeding, but not later than 30 days from the date the notice is given to Borrower, by which time the default must be cured; and (d) if the note provides otherwise. The note 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) if the note specifies otherwise. In this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable covenant or agreement), Lender shall give notice to Borrower to breach of any law provides otherwise).

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

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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 the 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 repaid 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, or 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 within 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 the 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 Remisitute. 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 specified for remisitute) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enjoining this Security Instrument. These conditions are that Borrower: (a) pays Lennder all sums which then would be due under this Note and the Note had no 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 attorney's fees; and (d) takes action as Lennder 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 remain fully effective 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 paragraphs

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 of notice to pay all sums secured by this Security Interest.

Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this instrument. In addition, Lender may require immediate payment in full of all sums secured by this security instrument. Lender may exercise any option under this instrument at any time.

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

**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 of this Security Instrument or clause of this Note conflicts with applicable law, such conflict shall not affect other provisions of this 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.

any other address Borrower designates by notice to Lender. Any notice to Lender or to Lender's agent shall be deemed to have been given to Lender when delivered as set forth above. Any notice provided for in this Security Instrument

payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

**Under the Note** **Affectionate Lending's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of this Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate

loan exceeded the permitted limits, then: (a) any such 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 exceed the 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 the principal balance below the amount due, the Note will remain in full force and effect until the principal balance is paid in full.

11. Successors and Assignees; Co-signers. The conventions and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Secured Party; Co-signers, Lender, Borrower, subject to the provisions of paragraph 17, not execute the Note; (a) is co-signing this Security instrument only to mortgage, grant and convey this Security instrument but does not Preemptly under the terms of this Security instrument or the Note; (b) is not personally obligated to pay the sums secured by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, rearrange or make any accommodations with regard to the terms of this Security instrument or the Note without Borrower's consent.

compliance procedure if it is againist 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 holder in right of any remedy shall not be a waiver of or preclude the exercise of any right or remedy.

the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

If we do not pay, Borrowser shall have the right to demand payment of all amounts due under this Agreement, and to sue for damages for any loss or damage suffered by us as a result of our failure to pay.

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 market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, be paid to Lender.

9. **Complaints**. The proceeds of any part of the Premium shall be paid to the Insurer for damages, direct or consequential, in connection with any complaint.

In accordance with Bortowers and Lenders' insurance in effect until such time as the requirement for the issuance of this security instrument, Bortower shall pay the premiums required to maintain the insurance of the building which secures payment of his obligations under the agreement.