THIS INSTRUMENT WAS PREPARED BY: DEBBIE BROOKS

One North Dearborn Street

Chicago, Illinois 60602

MORTGAGE

89072605

Corporate Office

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

CITICORP SAVINGS •

LOAN NUMBER:

010020553

1500

THIS MORTGAGE ("Security Instrument") is given on February 8

1989 The mortgager is (AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,
NOT PERSONALL), BUT AS TRUSTEE UNDER PROVISION OF A TRUST ACREEMENT DATED JANUARY

30TH, 1989, TPUST #107501-07

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 pay be on March 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 cliber sums, with interest, advanced under paragraph 7 to protect the security of this Security instrument; and (c) the performance of Epirower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby monocopy, grant and convey to Lender the following described property located in

LOT 16 IN BLOCK 3 IN PHARE AND SACKETI'S SUBDIVISION OF THE NORTH 12 ACRES OF THE SOUTH 32 ACRES OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 13 FAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

I.D. #19-01-213-053-0000

COOK COUNTY IF LINCIS

1989 FEB 16 AM 11: 52

89072805

8907260

which has the address of

4159 SOUTH MAPLEWOOD

CHICAGO

Illinois

60632

("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 seised of the estate horeby 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 used and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

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attorneys' ƙes and entering on the Property to make repairs. Although Lender any take action under this paragraph 7, Lender definite programme secured by a first party over the spin structural following from the secure of the paying and secure secures for the paying the secure of the paying the secure of the paying the secure of the s snotton standard. Amorem of an in principal time wind of the Property and Landard with in the section of the contract of the c the Property (such as a proceeding in Leankrupies, probate, for condemnation or to enforce true or regularitions), then Leander may in statifical control of the State of the st 3. Protection of Lendar's Rights in the Property; Mortgage Insurance. If Borrower fixits to perform the covenants and

rupest panger agrees to the merger in writing. ply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasohold, Borrower shall com-

6. Preservation and Maintenance of Property; Leasoholds. Berrower shall not destroy, damage or substantially change

board briot to the reduising a strill bass to be extent of the sums secured by this Security Instrument immediately prior or Percent is acquired by tarder, Borrower's right to any insurance policies and proceeder relating that of the go doc data of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal state of extend or postpone Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

umy collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property (*) up yny sanns secured by beach or goes not guawer within 30 days a nodec from Londer that the insurance carrier has offer e_4 to settle a claim, then Londer secured by this Security Instrument, whether or not then due, with any excess paid to Borry see Al Borrower abundons the Proor repriet is not commissibly lensible or Cender's security would be lessened, the insurance in sale shift for appealing to the sums. Property dramaged, if the restoration or repair is economically leasible and Lender's security is not besented. If the restoration

Unless Lender and Parrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the may be broad of loss if not inade promptly by Borrower.

premiums and renewal notices, in the event of loss, borrower shall give prom) Creation to the insurance carrier and Londer. Londer have the right to hold the policies and renewals. If Lender requires, Borrower shi It premptly give to Lender all receipts of paid

All insurance policies and renewals shall be acceptable to Lander and the Linclade a standard mortgage clause. Lender shall bleddyng than an ton that a for the chasen by Horrower subject to Lendar Provent which shall not be chasen by Horrower subject to Lendar with provent and provent surence. This insurence shall be instituted in the amounts and for the periods that Lender requires. The insurance carrier proagainst loss by the, bazards included within the term "extended cover we" and any other hazards for which Lender requires in-

or paramaper possessor possessors and problem improvements in the description of the property insured rower shall satisfy the fien or take one or more of the actors set forth above within 10 days of the giving of notice. -104 - Αυτή της τη του το ποιεία ο του της του μετή μετή την με με το ποία το πορού το πορού με το 1940 το μετ - Το Επικού το Επικού που Επικού Politius si Proquel off the triaj gais tadi sonimental l'alon alsa grinoss sitt ornoi ou gainaitonis notant or gai enforcement of the fien or forfeiture of any part of the Woyarty; or (c) secures from the holder of the fien an agreement sartisface fier by, or defends against enforcement of the be, i.e., legal proceedings which in the Lander's opinion operate to provent the and distributed of the obligation secretally by the first meaning or distrible of the property (b) contests in good this in the

sorum (a) rowored sedim memulismi girindes eith rove the priority over the security including them and sediment іт Россочет пакоз Гюзе разупоста бідіў. Востомог ябый рісоправіты байде годора в бідость висоперацію разупостэ are person owed payment, Remover and promptly furnish to Lender all notices of amounts to be paid under this peragraph. obligations in the manner provided of paraph 2, or if not paid in that manner, Berrower shall pay them on time directly to which may attain priority over this Socurity Instrument, and leasehold payments or ground narts, if any. Borrower shall nay these

4. Chargest Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property smounts payable under (a) agraph 2; fourth, to interest due; and last, to principal due.

to the 2 shall be applied and to be charges due under the Note; second, to propagate the charges the Note; third to at Application (Play ments. Unless applicable brovides otherwise, int payments received by Lender under progressions.

application as a coordination the sums secured by this Security Instrument.

bine to the sate of the Property or its acquisition by Lender, any Funds held by Lender at the time to principal as a credit against held by Londer. Perider paragraph 19 the Property is sold or acquired by Londer, Londer shall apply, no later than innnediately thron the infinite sound to by the Security Instrument, and a subject of the sound form the sound form of the security in the sound form the sound form the sound form of the

ap the deliberary in one or more payments as required by Lender.

pelq p3 penqer is not sufficient to pay the escrow items when due, herd by to barder any amount necessary to make option, either prompdy repaid to Borrower or credited to Borrower on monthly payments of Punds. If the amount of the Punds dates of the excess that excess the amount required to pay the excess when due, the excess shall be, at Borrower's

If the amount of the Funds held by Lender, tagether with the future monthly payments of Funds payable prior to the duc

The winds are pleased as aildivious security for the smus secused by this Security Instrument. connitry of the Funds showing credits and debits to the Funds har pergress to which care idea it debits and some to induced to pay between any interest or camings on the Funds and the purpose for which one dold in the third same and the innerest shall be paid on the bonds. Unless an agreement is made or applicable towardines interest to be paid, Leader shall not interest on the Funds and applicable law permits fember to make such a charge. Borrower and Lender may agree in writing tant not charge for hobling and applying the Funds, analyzing the account or verifying the excrow items, unless Lender pays Borrower agancy tincluding Lander if Lander is such an institution). Lander shall apply the Pands to pay the escrow items. Lander may The Canta shall be held in in fiction and deposits or accounts of which are insuranteed by a federal or state

 $\textbf{Phose items in earlied "escrow items"} \ \textbf{Lender may estimate the Funds due on the basis of current data and reasonable estimates. \\$ Reound couts on the Property, if any; (e) yeardy bazard insurance promining; and (d) yourly mortgage insurance promiums, if any.

το stromyng bloossouten alles which may altern priority over this Security Instrument, (a) γεοντή fersebold payments Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to anne-twellth 2. Funds for Taxes and Insurance. Subject to applieable Inwertem waiver by Lander, Berrower shall pay to cipateof and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

L Payment of Principal and Interest; Prepayment and Late Charges. Borrover shall promptly pay when due the prin-ISTALAUM COVENARIS. Borrower and Lender governant and agree a follows:

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. If Lander required mortgage insurance as a condition of making the loan secured by this Security Instrument, 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 entires 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 dire 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 amplication of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower's successors in interest. Lender shall not be equired 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 Borro ver's successors in interest. Any forebearance by Lender in exercising any right or remedy shall not be a waiver of or prec'ude 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 I coeffit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants 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, forbear or make any accommodation; 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 Society 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 limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) may sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may throse 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 unenforce the according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security ans rument and may invoke any remedies permitted paragraph 19. If Lender exercises this option, Lender shall take 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 rotice 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 Lend', when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal Ir w 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 Borower. 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, required 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 Reinstate. 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 for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had not 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 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 right to reinstate shall not apply in the case of acceleration under the paragraphs 13 or 17.

UNOFFICIAL COPY Loan Number:

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

19. Accularation; Remedies. Lender shall give notice to Borrower prior to acceleration following Burrower'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 faiture 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 safe 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. but not limited to, reasonable atterways' loss and costs of title evidence.

but not britted to, reasonable attorneys' loss and costs of title evidence.

20. Londer 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 untitled 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 Londer 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, promiums on receiver's bonds and reasonable

those past de the Property atterneys' fees, 21. Re without charge	and collection of rents, including and then to the sums secured by the Hease. Upon payment of all sum to Berrower. Berrower shall pay any	g, but no s Security is secure recordati	d by this Security Instrument, Lender sh	10COIVO	's bonds and reaso	nable
23. Ri Seconty Instri	ders to this Security Instrument in mit the covenants and agreen a.d agreements of the Securi	. If one	or more riders are executed by Borrow each such rider shall be incorporated into ment as if the rider(s) were a part of th	and sha	II amend and suppk	ament
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aforesaid in the e Trust Company of stood and agreed American Nation indebtedness accu- expressly waived Party and its suc- holders of said no the payment ther the personal liabi IN WITN said, has caused t	exercise of the power and authority co of Chicago, hereby warrants that it p that nothing herein or in said note c al Bank and Trust Company of Chi- ruing hereunder, or to perform any by Mortgagee and by every person n cessors and said American National tee and the owner or owners of any it eof, by the enforcement of the lien he lity of the guarantor, if any.	nferred up obsesses ful ontained se cago perso covenant ow or her Bank and idebtedne reby crea NAL BANK its Vice-Pi y and year		i American ent), and the said F lat may ac all such lia der, and th concerned premises i premises i prided or onally but s corporate	i National Hank and it is expressly under- irst Party or on said crue thereon, or any ability, if any, being at so far as the First, the legal holder or hereby conveyed for by action to enforce as Trustee as aforeseal to be hereunto	4. t
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AND TRUST Concerns the personally known Secretary, respectively and free are	tively, appropried before me this day ld voluntary act and as the free and	in person Voluntar	A Notary Public, in and for said Vice-President of the AM KOBE CL TOLO Assistant Secreta subscribed to the foregoing instrument as sue and acknowledged that they signed and dry act of said Company, as Trustee as afore re acknowledged that he, as custodian of il trument as his own free and voluntary act purposes therein set forth.	ERICAN . ry of said h Vice-Pre- elivered the said, for th	NATIONAL BANK Company, who are sident, and Assistant as a said instrument as a uses and purposes.	
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1-4 FAMILY RIDENOFFICIAL COPY CITICS (Assignment of Rents)

ACCOUNT NUMBER 010020553

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

FEBRUARY THIS 1-4 FAMILY RIDER is made this 8TH day of 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 4159 SOUTH MAPLEWOOD the Security Instrument and located at:

CHICAGO, ILLINOIS 60632 (Property Address)

1.4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. Use of Property; Compliance With Law. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, reguizions and requirements of any governmental body applicable to the Property.
- B. Subordinate Liens. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- C. Rent Loss (18) rence. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Unitorin Covenant 5.
 - D. "Borrower's Right To Reinstate" Deleted. Uniform Covenant 18 is deleted.
- E. Assignment of Leases. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Sacurity Instrument is on a leasehold.
- F. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's gents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's age its. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, corrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rent; received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property, shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower, However, Lender or a judicially appointed receiver may do so at any time mare is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender and assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. Cross-Default Provision. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

By SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

AMERICAN NATIONAL BANK AND TRUST —Borrower COMPANY OF CHICAGO, NOT PERSONALLY, BUT AS TRUSTEE UNDER PROVISION OF A TRUST	(Seal) —Borrower
AGREEMENT JANUARY 30TH, 1989, (Seal)	(Seal)
TRUST #107501-07 —Borrower	
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MULTISTATE 1-4 FAMILY RIDER - FNMA/FHLMC UNIFORM INSTRUMENT

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