

UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY: HELEN DEANOVICH
One North Dearborn Street
Chicago, Illinois 60602

CITICORP SAVINGS

MORTGAGE

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

LOAN NUMBER: 010021095

89-173-2802195
\$9093555

THIS MORTGAGE ("Security Instrument") is given on February 28
1989 The mortgagor is GREGORY E FOOTE, A BACHELOR AND PAULA L GORSKI, UNMARRIED, HAVING
NEVER MARRIED

"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 FIFTY EIGHT THOUSAND FOUR HUNDRED AND
00/100 Dollars (U S \$58,400.00) 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 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

UNIT 211 AND GARAGE UNIT 241 IN REGAL CHATEAUX I CONDOMINIUM AS
DELINEATED ON SURVEY OF CERTAIN LOTS OR PARTS THEREOF IN REGAL
CHATEAUX SUBDIVISION OF LOT 3 (EXCEPT THE EAST 400 FEET THEREOF)
IN ARTHUR T. MCINTOSH AND COMPANY'S RICHWOOD FARMS, BEING A
SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION
4, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS
EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM MADE BY FORD CITY
BANK AS TRUSTEE UNDER TRUST NO. 615 RECORDED IN THE OFFICE OF
THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO.
23621971; TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS
APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION, AS
AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY
CHANGE IN ACCORDANCE WITH DECLARATIONS AS SAME ARE FILED OF
RECORD, IN THE PERCENTAGES SET FORTH IN SUCH AMENDED
DECLARATIONS, WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO
BE CONVEYED EFFECTIVE ON THE RECORDING OF EACH SUCH AMENDED
DECLARATION AS THOUGH CONVEYED HEREBY.

ALSO:

RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL
ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID
PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION AS AMENDED
AND THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR
THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED HEREIN.

PERMANENT INDEX NUMBER: 28-04-201-048-1072 (AFFECTS UNIT 211)
28-04-201-048-1102 (AFFECTS UNIT 241)

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 28TH
DAY OF FEBRUARY 1989, A.D..

UNOFFICIAL COPY

FORM 3014 12-83

UNIFORM SECURITY INSTRUMENT

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

THE BORROWER COVENANTS THAT BORROWER IS LEGALLY SEIZED OF THE ESTATE HEREBY CONVEYED AND HAS THE RIGHT TO MORTGAGE, GRANT APPOINTMENT, AND THAT THE PROPERTY IS UNENCUMBERED, EXCEPT FOR ENCUMBRANCES OF RECORD. BORROWER WARRANTS AND AGREES TO 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 FUTURES 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."

60445

(Street Address)

CRESTMWOOD

13616 ROYAL COURT

Address has the address of

PERMANENT TAX NUMBERS: 28-04-201-048-10/2 AND 28-04-201-048-1102

SEE RIDER ATTACHED

Property of Cook County Clerk's Office

555566068

UNOFFICIAL COPY

Property of Cook County Clerk's Office

THIS RIDER IS ATTACHED TO AND MADE PART OF THIS MORTGAGE DATED THIS 28TH
DAY OF FEBRUARY 1989, A.D..

Any amount disbursed by Lender under this paragraph 2 shall become additional debt of Borrower secured by this Security Instrument. Lender and Borrower agree in other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, to Lender upon notice from Lender 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, pending 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, including reasonable attorney's 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.

6. 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 fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall be in full or in part of the amount of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 1, the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments, Lender shall immediately give notice to the acquisition party for the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, lightning, windstorm, hail, explosion, riot, civil commotion, insurrection, sabotage, terrorism, aircraft or motor vehicle, and other hazards for which Lender requires insurance. The insurance shall be maintained in the amount and for the periods that Lender requires. The insurance carrier provided by the Lender shall be approved by Lender. If Lender determines that any part of the Property is subject to a lien which may attach to the Property, Lender may give notice to the borrower to remove the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. Charges. Lender shall pay all taxes, assessments, charges, fines and impositions attributable to the Property. Lender shall pay the monthly payments and scheduled payments or ground rents, if any. Borrower shall pay those amounts in the manner provided in paragraph 2 or if not paid in that manner, Borrower shall pay them on time directly to the lender. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments, Lender shall promptly furnish to Lender receipts and the borrower shall give the lender a copy of the receipt. If the borrower fails to pay the payments, Lender shall promptly advise the lender. Lender shall pay the payments in a manner acceptable to Lender, by cash or by check, and shall be deemed to have paid the payments if the lender receives a copy of the receipt from the lender. Lender shall not be bound by the terms of the receipt if the receipt is not signed by the lender or if the receipt is not received by the lender within 10 days of the date of the receipt.

3. Application of Payments. Lender shall apply the payments received by Lender under paragraph 4 to the debt evidenced by the Note, first to late charges due under the Note, second to prepayment charges due under the Note, third to interest due, and last, to principal due.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written agreement, Borrower shall pay to Lender the principal and interest on the debt evidenced by the Note and late charges due under the Note. Lender shall promptly pay when due the principal and interest on the debt evidenced by the Note and late charges due under the Note. Lender shall promptly pay when due the principal and interest on the debt evidenced by the Note and late charges due under the Note. Lender shall promptly pay when due the principal and interest on the debt evidenced by the Note and late charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal and interest on the debt evidenced by the Note and late charges due under the Note. Lender shall promptly pay when due the principal and interest on the debt evidenced by the Note and late charges due under the Note. Lender shall promptly pay when due the principal and interest on the debt evidenced by the Note and late charges due under the Note.

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If Lender 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 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, 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.

Lender and Borrower 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; 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 the original borrower or of the original lender 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 forbearance by Lender in exercising any right or remedy shall not be a waiver or constitute 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 12. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note, is co-signing this Security Instrument only to mortgage, grant and convey the sums secured by this Security Instrument, and agrees that Lender and any other Borrower may agree to extend, modify, foreclose 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 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 (a) any such loan 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 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 making 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 in paragraph 14. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 14.

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 local 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 conformed copy of the Note and of this Security Instrument. Note and of this Security Instrument 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 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 the 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 Accelerate. 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 judgment enforcing this Security Instrument. Those conditions are that Borrower: (i) pays Lender all sums which then would be due under this Security Instrument and the Note had not acceleration occurred; (ii) 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 paragraphs 13 or 17.

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Borrower

Borrower

Borrower

Borrower

PAULA I. GORSKI
Paula I. Gorski

GABRIEL B. FOOTE
Gabriel B. Foote

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.
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.
F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them
the Owners Association unacceptable to Lender.
(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by

or
(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
Lender.
required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or
(i) The abandonment or termination of the Condominium Project, except for abandonment or termination or
consent either in part or in whole 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 of any conveyance in lieu of condemnation, are hereby assigned 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
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
paid to Lender. In application to the sums secured by the Security Instrument, with any excess paid to Borrower
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
Borrower shall give Lender prompt notice if any lapse in required hazard insurance coverage
is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

(iii) 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
(ii) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of
within the term "extended coverage" (the
coverage in the amounts for the periods and against the hazards Lender requires, including fire and hazards included
"extended" or "hazard" 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
properly pay when due all dues and assessments imposed pursuant to the Constituent Documents

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
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.

(the "Condominium Project"). If 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 uses, proceeds and benefits of Borrower's interest.
REGAL CHAPTER I CONDOMINIUM
Name of Condominium Project)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project
located at
13616 ROYAL COURT, CRESSWOOD, ILLINOIS 60445
Property Address)

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
THIS CONDOMINIUM RIDER is made this
28th day of February 19 89
Lender Number: 010021095
Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone (312) 977-5000

UNOFFICIAL COPY

Fixed Rate
Assumption
Rider

#010021095

CITICORP 
SAVINGS

Direct Savings of Illinois
A Federal Savings and Loan Association

THIS ASSUMPTION RIDER is made this **28TH** day of **FEBRUARY**, 19**89**, 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 person whether one or more, 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:

**13616 ROYAL COURT
CRESTWOOD, ILLINOIS 60445**

(PROPERTY ADDRESS)

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

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.

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.

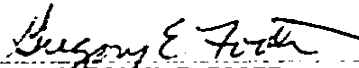
C. APPLICABILITY. Lender is bound by these conditions and terms, as follows:

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

D. ASSUMPTION INTEREST RATE. Lender has the right to charge Purchaser 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 the new interest rate exceed 25% per annum.

E. ADDITIONAL CHARGES. In addition to adjusting the Note interest rate, Lender may charge an amount up to one percent (1%) of the current Note balance and its normal loan closing costs, except the cost of a real estate appraisal.

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


GREGORY E. FOOTE

(Seal)
Borrower


PAULA L. GORSKI

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

890033555

890033

UNOFFICIAL COPY

Loan Number: 010021095

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 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. 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 attorneys' 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 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 the covenants and agreements of the Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) (specify) **HOM. OWNER'S KEY FIXED RATE ASSUMPTION RIDER**

SEE RIDERS ATTACHED HERETO AND MADE A PART HEREOF

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.

Gregory E Foote
GREGORY E. FOOTE

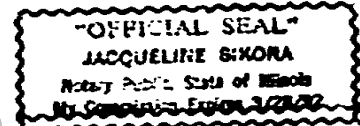
Borrower

Paula L Gorski
PAULA L GORSKI

Borrower

Borrower

Borrower



STATE OF ILLINOIS, _____ COOK _____ County

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that GREGORY E FOOTE, A BACHELOR AND PAULA L GORSKI, UNMARRIED, HAVING NEVER MARRIED

personally known to me to be the same Person(s) whose name(s) 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 purpose therein set forth.

Given under my hand and official seal, this 28TH day of FEBRUARY, 19 89
My Commission expires:

March 28, 1992

Jacqueline Sikora
Notary Public

(Space Below This Line Reserved For Lender's File Recorder)

10-1-01
 11111 FROM 5476 03/02/04 10:31:00
 8489 H A M-037-04 235555
 COOK COUNTY RECORDER
 \$17.00
 \$0.00
 BOX #165
 89093555
 89093555