THIS INSTRUMENT WAS PREPARED BY: WILL E. STINSON

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:

010022230

89220908

THIS MORTGAGE ("Security Instrument") is given on

May 15

FERRANDINO

1989 The mortgagor is (MICHAEL) TERMINDENCY AND LUCILLE B. FERNANDENCY HIS WIFE, DONALD J./

*FERRANDINO

* FERRANDINO

("Borrower"). This Security Instrument is given to Citicorp Savings of Minois, A Federal Savings and Loan Association, which is organized and existing ur as the laws of The United States, and whose address is One South Dearborn Street, Chicago, Illinois 60603. ("Lender"). Borrowe ov is Lender the principal sum of FORTY EIGHT THOUSAND SIX HUNDRED AND 00/100-- Dollars(U.S.\$48,600.00). 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 pay by on June 1, 2004

89220908

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 cities sums, with interest, advanced under paragraph 7 to protect the security of this Security instrument; and (c) the performance (B) prower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby monitoring grant and convey to Lender the following described property located COOK County, Illinois:

LOT 31 IN BLOCK 4 IN CLYBOURN AVENUE ADDITION TO LAKE VIEW AND CHICAGO IN THE WEST HALF OF THE NORTH WEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 14-30-109-015-0000

VEP (-01 184444 TRAN 7014 05/16/87 16:20:00

#4282 # 🗈 *-69-220908

COOK LOWELL RECORDER

which has the address of

2242 WEST WELLINGTON (Street)

CHICAGO

Illinois

60618

is referred to in this Security Instrument as the "Property."

("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

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 used and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS - Single Family - FRIMA/FHLMC UNIFORM INSTRUMENT

20903 (3A3) MO

CITICORP SAVINGS FORM 1633C 4/87 PAGE 1 OF 4

Property of Cook County Clerk's Office

89220908

CHICOHS SEVINGS FORM 3633C ANY PAGE 2 OF

Any amounts disbursed by Lander under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lander agree to other to the form the date of Boursement at the Note rate and shall be payable, with interest upon notice from Lander to Borrower requesting payable.

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A. Protection of Lander's Rightes in the Property; Mortgage Insurance. If Borrower fails to perform the coverants appropriate in this Security Insurance, or diere is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptey, probate, for condemnation or to enforce laws or regulations), then Lender's rights in the Property. Lender's rections do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's rections may for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's rections and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's rections are presented by a fign which has privity over this Security fratument, appearing in court, puying reasonable attorneys' fees and entering on the Property to make requires. Although Lender may take netion under this paragraph 7, Lender attorneys' fees and entering on the Property to make requires. Although Lender may take netion under this paragraph 7, Lender

unless Lender agrees to the merger in writing.

6. Proservation and Maintenance of Property; Lesscholds. Borrower shull not destroy, dumnge or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security instrument is on a teaschold, Borrower shull comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge

inothistuppe official,

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal sharrower otherwise agree in writing, any application of proceeds to principal sharrower's right to any insurance policies and proceeds resulting from damage to 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

Property damaged, if the restoration or repair is economically feasible and Lender's security list not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds abtuil be applied to the seams secured by this Security Instrument, whether or not then due, with any excess paid to Borrower, If Porrower abandons the Property, or does not answer within 30 days a notice from Lender the insurance carrier has offered to editin, then Lender may use the proceeds to restore the Property or oppy sums secured by many collect the insurance proceeds. Lender may use the proceeds to restore the notice is given.

Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Contract to the state of the st

All insurance policies and renewals shall be acceptable to Lender and see's imitude a standard mortgage chase. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid promitting and renewal notices, In the event of loss, Borrower shall give prompt, nace to the insurance carrier and Lender. Lender make proof of loss if not made promptly by Borrower.

against less by fire, hazards included within the term "extended covera" and any other hazards for which Lender requires insurance. This insurance currier previous insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance currier previous the insurance shall be chosen by Borrower subject to Lender's art, a real which shall not be unreasonably withheld.

Value insurance shall be chosen by Borrower subject to Lender and start shall not be unreasonably withheld.

All insurance that mortgage shall be accouplible to Lender and start in startard mortgage chases. Lender and start insurance chase.

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 lier, or, legal proceedings which in the Lender's opinion operate to prevent the opinizament of the lien or incloiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfied to tender subordinating the lien to this Security instrument. If Lender determines that any part of the Property is subject to tender subordinating the lien to this Security Instrument, Instrument of Lender and part of the Property is subject to a fien 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 action is set furth above within 10 days of the Property notice.

5. Husand Insurate Property in Property insured in the Property in the Insured in the Property in the Insured in the Property in the Insured in the Insurance.

which may attnin priority over this Secarity Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in the receipt 2, or if not paid in that manner, Borrower shall premptly 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. However, which has priority over this Security instrument unless Borrower: (a) agrees there with discharge and non which has priority over this Security instrument unless Borrower: (a) agrees

t and 2 shall be applied; orat, ", late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under per tgraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Léens. Borrover if all pay all taxes, assessments, charges, fines and impositions attributable to the Property

3. Application of Pay zents. Unless applicable has provides otherwise, all payments received by Lender under paragraphs and 2 shall be applicated to present the Mote: third, to

appliention as a cr. d. a gainst the same secured by this Security Instrument.

Upon per meat in full of all sums secured by dris Security France, Lander shall promptly refund to Borrower any France had by Lander, Carder paragraph 19 the Property is sold or acquired by Lander, Lander shall apply, no later than immediately price to the standard price of the carder paragraph is the Security and Jender by Lander and the importantisation as a creating price of the carder of the Property or its acquired by Lander at the importantisation as a creating price of the carder of the property or its acquired by Lander at the importantisation as a creative price of the carder of the property or its acquired by Lander at the important of the property of

dries of the escrew items, shall exceed the amount required to pay the escrew items when due, the excess shall be, at Borrower's option, oither promptly repaid to pay the escrew items when due, Borrower shall pay to Lender any amount necessarry to amble by Lender is not sufficient to pay the escrew items when due, Borrower shall pay to Lender any amount necessarry to any the deficiency in one or more payments as required by Lender.

If the amount, of the Punds held by Lender, together with the future monthly payments of funds payable prior to the due

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, unalyzing the account or verifying the escrow items, unless Lender pays Borrawer and Lender may agree in writing that interest on the Funds and applicable law permits Lender to make such a charge. Borrawer and Lender may agree in writing that interest on the Funds and the purpose for which each debit to the funds was made to rappine the purpose for which each debit to the funds was made a required to pay berrawer any interest or entrings on the Funds and the purpose for which each debit to the funds was made accounting of the Funds showing eredits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as showing eredits and debits to the Funds and the purpose for which each debit to the Funds was made.

future escrow items.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lander, Borrower shall pay to it suit in the day monthly payments are due under the Mote, until the Mote is paid in full, a sum ("Funds") equal to one-twellth of (a) yourly unces and assessments which may attain priority over this Security Instrument, (b) yourly leasurents which may attain priority aver this Security mortgage insurance promiums; and (d) yourly mortgage insurance promiums; if any. Trans the Punds on the Punds of current data and reasonable estimates it may.

t. Payment of Principal and Interest, Prepayment and Late Charges. Borrower shall promptly pay when the the principal of and take charges due under the Note.

UNIFORM COVENANTS. Borrower and Lender covenant and agree us follows:

Property of Cook County Clerk's Office

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secured by this Security Instrument, Barrower 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 Barrower 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 such payments.

- 10. Borning 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 med'y 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 forebearance by Lender in exercising any right or remedy shall not be a waiver of or precode the exercise of any right or remedy.
- 11. Successors and Assign's bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind any benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants of agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Now! (a) is co-signing this Security Instrument only to mortgage, grant and convey the sums secured by this Security Instrum int; 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 Jecurity Instrument is subject to a law which sets maximum loan charges, and the law is finally interpreted so that me interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, th' a: (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 (no se 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 able according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Scarity Instrument and may invake any remedies permitted paragraph 19. If Lender exercises this option, Lender shall take the stups 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 to lice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Under when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federall 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 Inst. v. ant 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 soverable.
 - 16. Borrower's Capy. 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 forrower, 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. Loan Number:

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

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 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 the people of the date specified in the notice. Leader at the college may require immediate expectation the falls specified in the notice. 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. Lander 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. 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 entitled to enter upon, take possession of and manage the Property and to collect the ronts 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 those past due. Any rents conected by Lender or the receiver shall be applied institute payment of the coals of management of the Property and collection of rents, including, but not limited to, receiver's less, promiums on receiver's bands and reasonable attorneys' loss, and then to the sums secured by this Security Instrument.

21. Roloase. 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 examption 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. IChock applicable box(os,)

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BOX #165

Fixed Rate Assumption Rider

CITICORP SAVINGS"...

Citicorp Savings of Illinois

A Fertural Savines and Lose Assertations

Loan No.: 010022230

THIS ASSUMPTION RIDER is made this 15th day of May , 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 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 "Lendor") of the same date and covering the property described in this Security Instrument and located at:

2242 WEST WELLINGTON CHICAGO, ILLINOIS 60618

(PROPERTY ADDRESS)
ASSUMPTION COVENANTS, In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further 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. Lande may require the Purchaser to sign an assumption agreement, in the form required by lender, which obligates the Purchaser to keep all has 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.
- - 1. This Assumption Rider applies only to the first transfer of the Property by Borrower and not to a foreclosure sule;
 - 2. Purchaser must be an individual, not a partnership, corporation or other entity.
 - 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;
 - If applicable, Borrower's private mortgag: 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 the 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 (4%) 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, Borrower accept and agree to the terms and covenants of thi (As umption Rider.

ICHAEL FERRADING FERRANTINO Borrower

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