THIS INSTRUMENT WAS PREPARED BY: CINNY CILMARTIN

SONINGS CITICORP € SAVINGS. Chicago, Illinoia One North Dearborn Street

**HORTGAGE** TAR TARTEUTO

Corporate Office

Telephone (1.312.977.5000) One South Dearborn Street Chicago, Illinois 60603

LOAN NUMBER: 070055176

91225268

ES YEM

1986 The mortgagoris (ALEXANDER J MOCKUS, A BACHELOR THIS MORTGAGE ("Security Instrument") is given on

91721-528

full debt, if not paid earlier, due and nayable on June 1, 2019 by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the Do.007, LS.S.U.s. ello0 ): This debt is evidenced 60603 ("Lender") Low were ones Lender the principal sum of went and seven hundred and is organized and existing under the taws of The United States, and whose address is One South Dearborn Street, Chicago, Illinois ("Borrower"). This Sacinity Instrument is given to Citicorp Savings of Illinois, A Foderal Savings and Loan Association, which

the Mote. For this purpose, Borrower does hereby modage, grant and convey to Leider the following described properly located of this Security instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and extensions and modifications; (b) the payrinent at all other sums, with interest, advanced under paragraph 7 to protect the security This Security instrument secures to Lenzer. (c) the repayment of the debt evidenced by the Mote, with inferest, and all renewats.

THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. T/S OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 14, EAST OF TOU ITO (EXCEPT THE SOUTH 31-1/2 FF.I THEREOF) SHARPSHOOTERS' PARK, IN THE WEST

TAX ID#25-21-311-015

1888 JSST 88/88/98 TZZZ NR41 812.00

REGREE REPORTS RECORDER タエムごセごー68-\*

TOTAL CHICAGO

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which has the address of

("Property Address");

82909

SIQUIII

is referred to in this Security Instrument as the "Property." a part of the property. All replacements and additions shall also be covered by this Security instrument. All of the foregoing appurtenances, rents, royalites, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter TOGETHER WITH all the improvoments now or hereafter erected on the property, and all essements, rightles,

will defend generally the title to the Property against all claims and demands, subject to any ericumbisinces of record. and convey the Property and that the Property is unencumbered, except for encumbiances of record. Borrower warrants and BOHHOMER CONEMANTS that Borrower is lawfully seized of the estate horeby conveyed and has the right to mondage; grainly

tions by jurisdiction to constitute a uniform security instrument covering real property. THIS SECOBILA INSTRUMENT compines uniform coverants for regional used and non-uniform coverants with limited varie-

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UNIFORM COVENANTS Brown and Lander and Lande

I. 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 "escriw items." Lender may estimate the Funds due on the basis of current data and reasonable estimates future escrive 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. 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 and the purpose for which each debit to the funds was made, 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 no 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 paymer is full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under p gragraph 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 application as a credit against the sums secured by this Security Instrument.

3. Application of Paymer's. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to 'atc 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 p. y all taxes, assessments, charges, lines 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 paragrapt. It or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall pro-nptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Dorro ver 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, la ai 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, are der 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 x, w existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" or any other bazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the period's that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unrensonably 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 overlity give to 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 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 settler claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to persums secured by 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 u we 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 processing 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 Horrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note cate and shall be payable, with interest upon notice from Lender to Borrower requesting payment.

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UNOFFICIAL COPY Loan Number: 010022716

If Leader 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! order 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 such payments.

- 10. Borrov or Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of a nortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower's successors in enterest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Lorr ewer's successors in interest. Any forebearance by Lender in exercising any right or remedy shall not be a waiver of or preside 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; ad benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenance 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 accommodations 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 becurity 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) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may the ose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a valued reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Nacc.

13. Legislation Affecting Lender's Rights. If enactment of expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument hall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method 'n' 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 resider when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal low, 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 Society 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 Leader 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 ben 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. Chicore Sannos Form 18536 400 PAGE 3 Of 4

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

Acceleration; Romedios, Lender shall give notice to Borrower prior to acceleration following Borrower's broach 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 constate after acceleration and the right to assert in the foreclosure proceeding the non-The notice shall further 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 domaind and may foreclose this Security Instrument by judicial proceeding. Londer shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable atterneys' less 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 appeinted receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the ronts of the Property including Any rents collucted by Lender or the receiver shall be applied first to payment of the costs of management of those past due the Property and collection of rents, including, but not limited to, receiver's fees, promiums on receiver's bonds and reasonable attorneys' fees, 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. Wavor of Homostiand. Borrower waives all right of homestiand 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)]

<b>[X</b> ]	Adjustable Rate Ridn	Conde	ominium Rider		2-4 Family Rider
	Graduated Paymont Sider	Plann	od Unit Development Rider		Adjustable Rate Murtgage
	Other(s) [specify]	x			Conversion Rider
	SEE RIDERS	AT TACHED HER	eto and made a par	T HEREOF	
BY SIGNIN	NG BELOW, Borrower accepts				ity Instrument and in any
	cuted by Borrower and recorded w				
ALEXAND	ER J MOCHUS	-Borrow	7		-Воложен
		-Borrowe		<del></del>	Borrower
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STATE OF	ILLINOIS,		County 33.	4	
	THE UNDE			Public n and for	said county and statu, do
horoby certif	y that ALEXANDER JMC	CKUS, A BACHE	ILOR	O,	Ç <sub>o</sub> ,
	11	mrennally known in	mo to be the same Persor	i(s) whose partio(:	is
subscribed	to the foregoing instrument,	appeared before m	e this day in person, and a	acknowledged that	he
signed and	delivered the said instrument a	<sub>as his</sub>	_free and voluntary act, for	r the uses and pu	rposes therein set forth.
0	runder my hand and official	1001 the 23	nd day of M	alı	19 89
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JOS	ETTE M. BALLEY	-1-1-11		tary Public	jackey
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BOX #165

Property of Coof County Clerk's Office

### NOFFICIAL;COPPORPSAVING

Citicorp Savings of Illinois A Federal Savinos vings and Loan Association 0.10022716 Loan Number

NOTICE: The Security Instrument secures a Note which contains a provision allowing for changes in the interest rate. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

, and is incorporated into and shall be , 19 39 23rd day of May This Rider is made this deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to secure Debt (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 (the "Note") and covering the property described in the Security Instrument and located at

#### 11640 S LOWE STREET, CHICAGO, ILLINOIS 60628

Property Address

MODIFICATIONS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further

ovenant and agree as follows:
A. Interest Rate and Monthly Payment Changes
The Note has an "Initial Interest Rate" of 10.500 %. The Note interest rate may be increased or decreased on the left day of the minth beginning on becember 1, 19, 89, and on that day of the month every 6 month(s) thereafter.
Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the: [Check one box to indicate Index.]
(1) The weekly average yield on Urated States Treasury securities adjusted to a constant maturity of available by the Federal Reserve Loard.
(2) The weekly auction average (invertment) yield on six month United States Treasury Bills.
(3) T Other:
In no event over the full term of the Note will the jate est rate be increased more than Four and 1/4 percentage points ( 4.25 %) from the Initial Rate of Interest.

Before each Change Date the Note Holder will calculate the new interest rate by adding Three and 1/2 %) to the Current Index. However, the rate of interest that is required to be paid 3.5 percentage points ( shall never be increased or decreased on any single Change Date by more than percentage points One %) from the rate of interest currently being raid. 1

if the Interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

#### B. Loan Charges

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected or connection with the loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount ne essary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Lender may choose to make this refund by reducing the principal I owe under the Note or by raking a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

#### C. Prior Liens

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrow capall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in form satisfactory to Lender subordinating that lien to this Security Instrument.

D. Transfer of the Property

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an incr in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) an increase in the limit on the amount of interest rate change over the full term of the Note, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

'If more than one box is checked, or if no box is checked, and lænder and Borrower do not otherwise agree in writing the first Index named will apply to Notes with Change Date one year or more apart and the Second Index will apply to Notes with Change Dates less than one year apart

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