

# UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY **CHERYL WILLIAMS**  
ONE SOUTH DEARBORN STREET  
CHICAGO, ILLINOIS 60603

Mortgage

**CITICORP SAVINGS**

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

LOAN NUMBER: 010023232

RETRURNED TO C.R.C. 10/13/19

THIS MORTGAGE ("Security Instrument") is given on **MAY 24**  
19 **89**. The mortgagor is:

**JEAN C. HOWARD AND EDWARD J. VIRDE, HER HUSBAND**

("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 to Lender the principal sum of **NINETY FIVE THOUSAND FOUR HUNDRED AND NO/100** Dollars (U.S.\$ **95,400.00**) 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 **JUNE 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 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:

THE SOUTH 1 FOOT OF LOT 34 AND ALL OF LOT 35 AND THE NORTH 22 FEET OF LOT 36 IN BLOCK 2, IN THE SUBDIVISION OF LOTS 1 AND 2 AND LOTS 4 TO 16 INCLUSIVE OF H & M FELSENTHAL'S ADDITION TO AVONDALE, BEING A SUBDIVISION OF THE WEST 10 ACRES (EXCEPT DYMONDS SUBDIVISION) OF THAT PART OF THE NORTH 851/2 ACRES OF THE SOUTH WEST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH WESTERLY OF ELSTON ROAD, IN COOK COUNTY, ILLINOIS.

13-24-306-056  
13-24-306-057

DEPT-01 \$15.00  
T#4444 TRAN 0101 06/09/89 11:29:00  
M1998 # D --09-242320  
COOK COUNTY RECORDER

which has the address of

**3404 NORTH TROY, CHICAGO**

**60618**

(Street)

(City)

Illinois

("Property Address");

(Zip Code)

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

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

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

H/15. ac

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FORM 4373A 3/88 CITICORP SAVINGS OF ILLINOIS MORTGAGE

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the property to deteriorate or commit waste if this Security Instrument is on a leasehold, Borrower shall not merge unless Lender agrees to the merger in writing.

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 economic, feasible, reasonable, necessary, and Lender's security is not threatened. If the restoration or repair is not economically feasible or Lender's security is threatened, the insurance proceeds shall be applied to the removal of debris generated by this Security Instrument, whether or not the same would be released, with any excess paid to Borrower. If Borrower abandons the property, Lender may collect the insurance proceeds to restore the Property to pre-loss condition. Lender may use the proceeds to repair or replace the instruments, whether or not Lender is liable for the damage. Lender will begin work as soon as possible after notice of the damage. Lender shall pass to the extent of the summa secured by this Security Instrument, to the Borrower, any amount of the insurance proceeds which exceed the amount of the premium paid by the Borrower.

b. **Hazard Insurance** Borrower shall keep the improvements in a safe condition or heretofore erected on the Property insured against loss by fire, hazards included with the term "extended covered area" and any other hazards for which Lender requires insurance coverage. The insurance premium shall be maintained to cover the period of time which Lender requires payment of premium. The insurance shall be maintained to cover the amount and period of time required by Borrower to be acceptable to Lender.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

In Borrower's failure to make any payment directly over this Agreement instruments, Lender may give Borrower a notice detailing the late payment and demand immediate payment in full.

**4. Charges:** Lien. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach thereto. Security interest. Lien, attachment, and garnishment of judgments, if any. Borrower shall pay the obligations in the manner provided by law or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall furnish to Lender all notices of amounts to be paid under the paragrap

**3. Application of Paraphraphy.**—Under applicable law providers otherwise, all payments received by lessor under Paraphraphy shall be applied first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under Paraphraphy; 2, last, to interest due and last, to principal due.

Upon payment in full, all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds deposited 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 held by Lender. If under payment in full, all sums secured by this Security Instrument, Lender shall refund to Borrower any funds held by Lender. If under payment in full, all sums secured by this Security Instrument, Lender shall refund to Borrower any funds held by Lender. If under payment in full, all sums secured by this Security Instrument, Lender shall refund to Borrower any funds held by Lender.

Lenders on the Note monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth

11. Payment of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

UNIFORM COVENANTS; Borrower and Lender covenant and agree as follows:

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3 9 2 6 2 3 1 0

• 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, 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 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 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 modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude 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 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 that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, 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 Security Instrument is subject to a law which sets maximum loan charges, and that 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 choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces 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 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 by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in this 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 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 federal 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 this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**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 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 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 the entry of a judgment 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 no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable 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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1-4 FAMILY RIDER  
(Assignment of Rents)

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CITICORP SAVINGS  
Corporate Office  
One South Dearborn Street  
Chicago, Illinois 60603  
Telephone (312) 977-6000

THIS 1-4 FAMILY RIDER is made this 24TH 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 (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:

3404 NORTH TROY, CHICAGO, IL 60618  
(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, regulations 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 Insurance.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform 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". The Security 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 agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower 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.

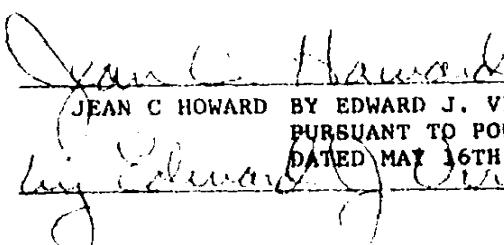
If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) 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.

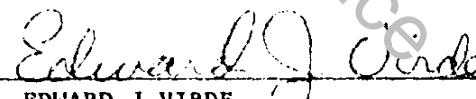
Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

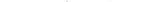
Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This 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.

  
JEAN C HOWARD BY EDWARD J. VIRDE (Seal)  
Borrower  
PURSUANT TO POWER OF ATTORNEY  
DATED MAY 16TH, 1989 (Seal)  
Borrower

  
EDWARD J VIRDE (Seal)  
Borrower  
(Seal)  
Borrower

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It is also important to note that the results of the study were not limited to the specific context of the study, but can be applied to other contexts as well. The findings suggest that the use of a single measure of self-efficacy may not be sufficient to predict performance, and that a more comprehensive approach is needed.

WILSON - 4 - Page 100 - 14 - 1970 - 1971

<sup>1</sup> See also, e.g., *W. H. H. Stassen, The Right to Privacy in International Law* (1997).

ANSWER: The following table summarizes the results of the study.

Prevalence of hepatitis C virus infection among patients with chronic hepatitis C in the United States

Opportunities for the development of new technologies and applications in the field of energy efficiency and renewable energy sources.

With the exception of the first two, the remaining four were obtained from the same source as the first two, and are therefore not included in the present paper.

*of* The author wishes to thank the members of the Department of Mathematics, University of Alberta, for their support and encouragement.

“Cook”

Consequently, the results of the present study indicate that the use of a low-dose, long-term, oral administration of *C. luteum* extract may be a promising strategy for the prevention of the development of breast cancer.

International Journal of Speech, Language, and Hearing Sciences, Vol. 1, No. 1, 2013, pp. 1-10.

Other activities during 1970 included the construction of a new laboratory building at the University of Alberta, the opening of a new office in the University of Alberta Research Park, and the completion of a new laboratory building at the University of Guelph.

10. The author has been unable to find any record of the name of the author of the original work.

Figure 1. The effect of the number of clusters ( $k$ ) on the quality of the clustering results.

Die Ergebnisse der Untersuchung zeigen, dass die Anwendung von *biopestiziden* im Vergleich zu herkömmlichen Pestiziden eine effektive und umweltverträgliche Methode zur Bekämpfung von Schädlingen ist.

10. The following table shows the number of hours worked by each employee in a company.

本研究在评价不同年龄组的营养状况时，发现年龄与营养状况呈负相关，即年龄越大，营养状况越差。