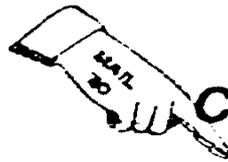


# UNOFFICIAL COPY

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

**ADJUSTABLE RATE**  
**Mortgage**



**CITICORP**  
**SAVINGS**

Corporate Office  
One South Dearborn Street  
Chicago, Illinois 60603  
Telephone \* 312-377-5000

**LOAN NUMBER: 010023031**  
**89290838**

THIS MORTGAGE "Security Instrument" is given on **JUNE 21**  
19 **89** The mortgagor is  
**CHRISTOPHER BAMBULAS AND DANIELA BAMBULAS, HIS WIFE**

**89290838**

"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. Borrower is obligated for the principal sum of **SIXTY NINE THOUSAND AND NO/100** Dollars, U.S.S. **69,000.00** Dollars, payable to Citicorp Savings of Illinois on the same date as this Security Instrument. Note: Borrower is obligated to pay this debt if not paid earlier than and including **JULY 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 waives priority in this instrument and agrees to be subject to the following provisions, which shall be a part of this Security Instrument.

**COOK**

**LOT 25 (EXCEPT THAT PART LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 7 CONVEYED TO THE CITY OF CHICAGO BY QUIT CLAIM DEED DATED AUGUST 18, 1930 AND RECORDED SEPTEMBER 9, 1930 AS DOCUMENT 10744093) IN HULL'S SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 16 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

89290838

17-07-215-041

0057-01

115 20

1989 JUN 21 10 11 AM  
CHICAGO, ILL. 60603  
CITICORP SAVINGS

which has the address of **616 NORTH ASHLAND, CHICAGO**  
**60627** (City)  
Illinois (State) ("Property Address")

**\$10.00 MAIL**

TOGETHER WITH all the improvements now or hereafter created in 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 an encumbrance 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 continues and supplements to and is subject to all the provisions and conditions contained in the Uniform Security Instrument - Residential Provisions.







# UNOFFICIAL COPY

Adjustable Rate  
Mortgage Rider



Citicorp Savings of Illinois  
A Federal Savings and Loan Association

Loan Number 010023031

NOTICE: The Security Instrument Secures a Note which contains a provision providing for increases in the interest rate. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

This Rider is made this **21ST** day of **JUNE**, 19**89** and is incorporated into and shall be deemed to amend and supplement the Mortgage Deed of Trust or Deed of Trust and Security Instrument of the same date given to 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 all other instruments secured by the Security Instrument and located at:

616 NORTH ASHLAND, CHICAGO, ILLINOIS 60627

**MODIFICATIONS:** In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. Interest Rate and Monthly Payment Changes.** The Note has an Initial Interest Rate of **10.000** per cent. The Note interest rate may be increased or decreased on the day of the month beginning on **JANUARY 1** 19**90** and on that day of the month every **6** months thereafter.

Changes in the interest rate are governed by changes in an interest rate index, called the "Index." The Index is the Chicago Index to indicate Index:

- 1. The weekly average yield on United States Treasury securities adjusted to a constant maturity of **90** days as made available by the Federal Reserve Board.
- 2 **X** The weekly auction average investment yield on six month United States Treasury Bills.
- 3. Other \_\_\_\_\_

In no event over the full term of the Note will the interest rate feature so change that the interest rate will be **4.750** percentage points **4.750** from the Initial Rate of Interest.

Whenever such change in the Note Holder will result in the new interest rate being **3.000** percentage points **3.000** above the Current Index. However, the rate of interest that is required to be paid shall never be increased or deposited on any scheduled Date by more than **ONE** percentage point **1.000** from the rate of interest currently being paid.

If the interest rate changes, the amount of Borrower's monthly payments shall be adjusted in the Note to reflect increases in the interest rate which result in higher payments. Decreases in the interest rate will result in lower payments.

**B. Loan Charges.** It is hereby agreed that the loan secured by this Security Instrument shall be subject to the usual charges and that it is understood that the interest rate on the loan is subject to the usual charges and that the permitted limits of such loan charges shall be as set forth in the Note. The Lender may, at its sole discretion, make the interest rate on the loan subject to the usual charges and that the permitted limits of such loan charges shall be as set forth in the Note. The Lender may, at its sole discretion, make the interest rate on the loan subject to the usual charges and that the permitted limits of such loan charges shall be as set forth in the Note.

**C. Prior Liens.** If Lender determines that all or any part of the same security interest in the Security Instrument is subject to a lien which has priority over the Security Instrument, Lender may require Borrower to pay the amount of such lien promptly with respect to the loan as provided in paragraph 4 of the Security Instrument. Lender's prompt payment of such amount in a form satisfactory to Lender is subordinating that lien to the Security Instrument.

**D. Transfer of the Property.** If there is a transfer of the Property secured by this Security Instrument, Lender may require Lender to increase the current Note interest rate by a certain amount. The amount of any increase in the interest rate shall be an increase in the amount of the monthly payments of the Note. The full term of the Note, if all of these has a condition of Lender's waiving the right to increase the interest rate as provided in paragraph 4.

By signing this Borrower agrees to all of the above:

*Christopher Bambulas*  
CHRISTOPHER BAMBULAS Borrower

*Daniela Bambulas*  
DANIELA BAMBULAS Borrower

If more than one text is checked, and Lender 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.

\_\_\_\_\_ Borrower

\_\_\_\_\_ Borrower

89250533

UNOFFICIAL COPY

Property of Cook County Clerk's Office

1-4 FAMILY RIDER  
(Assignment of Rents)

UNOFFICIAL COPY

**CITICORP**  
SAVINGS  
Corporate Office  
One South Dearborn Street  
Chicago, Illinois 60603  
Telephone: 312-977-5000

THIS 1-4 FAMILY RIDER is made this 21ST day of JUNE, 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:  
**616 NORTH ASHLAND, CHICAGO, ILLINOIS 60627**

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" if 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 agent. 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.

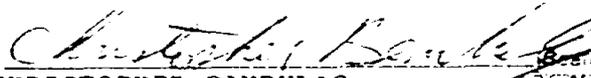
If Lender gives notice of breach to Borrower (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument, (ii) Lender shall be entitled to collect and receive all of the rents of the Property, and (iii)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

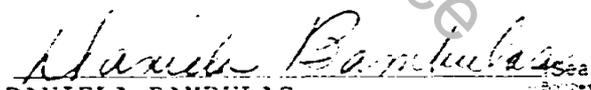
Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

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. The 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.

  
CHRISTOPHER BAMBULAS

  
DANIELA BAMBULAS

(Seal)  
Borrower

(Seal)  
Borrower

UNOFFICIAL COPY

Property of Cook County Clerk's Office

80290838