

# UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY: JANINA DAVIS  
One North Dearborn Street  
Chicago, Illinois 60602

**CITICORP SAVINGS**

## MORTGAGE

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

89296229

LOAN NUMBER: 010023827

THIS MORTGAGE ("Security Instrument") is given on **June 28**  
1989. The mortgagor is **(BERNARDINO ALVAREZ and ANGELA VARGAS, his wife**

**14<sup>00</sup>**

("Borrower"). This Security Instrument is given to **Citicorp Savings of Illinois, A Federal Savings and Loan Association**, which is organized and existing under the laws of The United States, and whose address is One South Dearborn Street, Chicago, Illinois 60603 ("Lender"). Borrower owes Lender the principal sum of **FORTY EIGHT THOUSAND AND 00/100** Dollars (U.S \$48,000.00). 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 **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 does hereby mortgage, grant and convey to Lender the following described property located in **COOK** County, Illinois:

**LOT 43 IN BLOCK 1 IN SUBDIVISION OF BLOCK 14 IN STEELE'S AND OTHERS SUBDIVISION OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

PERMANENT INDEX NUMBER: 16-26-421-006-0000

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1989 JUN 29 PM 12: 53

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which has the address of

**2813 S CHRISTIANA AVENUE**

**CHICAGO**

Illinois

**60623**

(Street)

(City)

("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 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

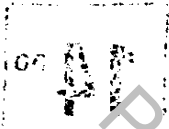
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Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree in other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest upon notice from Lender to Borrower, requesting payment.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding in bankruptcy, insolvency, reorganization, liquidation, receivership, or otherwise affecting the Property, Lender may take any action 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 covering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

6. **Preservation and Maintenance of Property; Leaseholds; Easements.** 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, Lender 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.

5. **Insurance.** Lender and Borrower shall give prompt notice to the insurer in writing of any loss or damage to the Property, and Lender shall have the right to hold the policy and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policy and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall

4. **Charges; Taxes.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach priority over this Security Instrument, and Lender shall promptly discharge any lien which has priority over this Security Instrument. Borrower shall promptly discharge any lien which has priority over this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied, first, to late 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.

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, and the Note is paid in full, a sum ("Funds") equal to one-twelfth of (a) yearly taxes and assessments which may attach 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 "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

1. **Payment of Principal and Late Charges; Prepayment and Late Charges.** Borrower and Lender covenant and agree as follows: (a) Borrower shall promptly pay when due the principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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BOX #165

My Commission Expires 6/8/98  
STATE OF ILLINOIS  
WILLIAM M. PICARD  
NOTARY PUBLIC

*Bernardino Alvarez*  
Notary Public

Given under my hand and official seal, this 20th day of June, 1997,  
I, William M. Picard, Notary Public, State of Illinois, do hereby certify that  
the foregoing instrument, appeared before me this day in person, and acknowledged that they  
are personally known to me to be the same Person(s) whose names are  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they  
are personally known to me to be the same Person(s) whose names are

892962229

THE UNDERSIGNED  
BERNARDINO ALVAREZ and ANGELA VARGAS, his wife, do hereby certify that

STATE OF ILLINOIS

*Cook*

Borrower

Borrower  
*Bernardino Alvarez*  
Borrower  
*Angela Vargas*

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any  
riders) attached by Borrower and recorded with.

SEE RIDERS ATTACHED HERETO AND MADE A PART HEREOF

- Adjustable Rate Rider
- Graduated Payment Rider
- 1-4 Family Rider
- Other(s) (specify)
- Condemnation Rider
- Planned Unit Development Rider
- 2-4 Family Rider

19. Acceleration: Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise.) The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-occurrence of a default or any other defenses of Borrower to acceleration and foreclosure. If the default is not cured on those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

20. Lender in Possession: Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property (including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

21. Release: Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

22. Waiver of Remedies: Borrower waives all right of nonjudicial redemption 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 riders) were a part of this Security Instrument. (Check applicable boxes.)

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CLERK'S OFFICE

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2025

\_\_\_\_\_  
(Seal) Borrower

\_\_\_\_\_  
(Seal) Borrower  
*Angela Vargas*

\_\_\_\_\_  
(Seal) Borrower

\_\_\_\_\_  
(Seal) Borrower  
*Bernardino Alvarez*

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

**G. Cross-Default Provision.** Borrower's default or breach under any note or agreement in which Lender has an interest shall terminate when the debt secured by the Security Instrument is paid in full.

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 remedy of Lender. This assignment of rents of the Property

Lender from exercising its rights under this paragraph F.

Borrower has not executed any prior assignment of the rents and does not and will not perform any act that would prevent agent on Lender's written demand to the tenant.

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 benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and

If Lender gives notice of breach to Borrower, (i) all rents received by Borrower shall be held by Borrower as trustee for as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment of any covenant or agreement in the Security Instrument. Borrower shall collect and receive all rents and revenues of the Property

the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property, Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the

**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, Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the

word "lease" shall mean "sublease" in the Security Instrument is on a leasehold.

**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,

**D. "Borrower's Right To Reinstale" Deleted.** Uniform Covenant 18 is deleted.

**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.

**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.

**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.

Lender further covenant and agree as follows:

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and

THIS 1-4 FAMILY RIDER is made this 28TH 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:

2813 S. CHRISTIANA AVENUE, CHICAGO ILLINOIS 60623  
(Property Address)

62296268

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Assessor

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