

# UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY **DEBIEE BROOKE**  
**ONE SOUTH DEARBORN STREET**  
**CHICAGO, ILLINOIS 60603**

**CITICORP**  
**SAVINGS**

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

Mortgage

LOAN NUMBER: 010024393

89326014

THIS MORTGAGE ("Security Instrument") is given on **JULY 17**  
19 **89** by the mortgagor in:

**JOHN F. HEINRICH, DIVORCED NOT SINCE REMARRIED AND PUTH A.**  
**MILLER, DIVORCED NOT SINCE REMARRIED**

"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(s) under the principal sum of **NINETY FIVE THOUSAND FOUR HUNDRED AND NO/100**

Dollars (\$ **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 **AUGUST 1, 2019**

Lot 8/10

This Security Instrument secures to Lender the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications, the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument, and to 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 22 (EXCEPT THE NORTH 3 FEET THEREOF) AND THE NORTH 4 FEET OF LOT 21 IN BLOCK 2 IN ROMBERG'S RESUBDIVISION OF LOTS 11 TO 43, INCLUSIVE IN BLOCK 1 AND LOTS 11 TO 46 INCLUSIVE IN BLOCK 2 IN THE SUBDIVISION OF BLOCKS 1 AND 2 IN SILVERMAN'S ADDITION TO IRVING PARK MONTROSE AND JEFFERSON, A SUBDIVISION OF THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER AND ALL THAT PART OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER WHICH LIES NORTH OF THE NORTHWESTERN RAILROAD TRACT IN SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.**

89326014

13-16-204-080-0000

4719 N. LAVERGNE  
**4312 NORTH ROCKWOOD, CHICAGO**

which has the address of **60650**  
Illinois

"Property Address"

1525

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures, rights, appurtenances, rents, royalties, mineral, oil and gas rights, and profits, water rights and work, 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"

BUYER'S 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, its owner, successors and assigns defend generally the title to the Property against all claims and demands, whether or not encumbrances of record.

THIS SECURITY INSTRUMENT contains standard provisions for national use and has uniform provisions with limited variations by jurisdiction to conform to state and federal security instruments covering real property.

13-16-204-080-0000

89326044

**1. 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 month payments due under the Note until the Note is paid in full a sum ("Funds") equal to one-twelfth of the yearly taxes and assessments which may attach to the Property over the term of 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.

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. Lender shall give to Borrower, without charge, an annual 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 notes 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 not 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 payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 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 the sums secured by 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 amount payable under paragraph 2; fourth, to interest due; and last, to principal due.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach or be levied over the term of this Security Instrument, including but not limited to the Property, and shall pay these obligations in full promptly over the term of this Security Instrument unless Borrower, in writing, agrees to pay them in installments. Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower, in writing, agrees to pay the same. Lender shall promptly discharge any lien which has priority over this Security Instrument unless Borrower, in writing, agrees to pay the same. Lender shall promptly discharge any lien which has priority over this Security Instrument unless Borrower, in writing, agrees to pay the same. Lender shall promptly discharge any lien which has priority over this Security Instrument unless Borrower, in writing, agrees to pay the same. Lender shall promptly discharge any lien which has priority over this Security Instrument unless Borrower, in writing, agrees to pay the same.

**5. Hazard Insurance.** Borrower shall keep the improvements on the Property insured against loss by fire, lightning or other hazards included with the term "extended coverage" and any other hazard for which Lender requires insurance. This insurance shall be maintained in the amount and for the period of time required by Lender. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. All insurance policies and renewals shall be accepted by Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and notices in the event of loss. Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if it is made promptly by Borrower.

If the 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 lessened. If the restoration or repair 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 fails to answer within (3) days a notice from Lender that the insurance carrier has ordered to (a) a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

(These Lender and Borrower otherwise agree in writing, any application of proceeds to principal will extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 of this Note. The amount of the payments under paragraph 19 the Property is required 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; Leasehold.** Borrower shall not destroy, damage or substantially alter the Property, allow the Property to deteriorate or become 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 Title 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, or there is a significant effect Lender's rights in the Property (such as a proceeding 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, including 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 Borrower and Lender agree to 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.

# UNOFFICIAL COPY

If Lender requires 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 inquiries and inspections of the Property. Lender shall give Borrower notice at the time of or prior to such inspections specifying the nature and cause of 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: the total amount of the sums secured immediately before the taking divided by 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 condemner 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 a restriction or lien on any part 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, such application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 2 and 2 or decrease the amount of such payments.

**10. Borrower Not Released; Forbearance By Lender - Not a Waiver.** Extension of the time for payment or modification or 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 obliged 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 default made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall constitute a waiver only for periods the same as the right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The obligations secured by 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. Lender may, at its option, require any successor in interest not execute the Note or assign the Security Instrument and, at its option, require any successor in interest to execute the Security Instrument under the terms of this Security Instrument. Lender may, at its option, require any successor in interest to execute the Security Instrument and to agree that Lender and any other creditor may, at its option, look to the original Borrower or Borrower's successors in interest for the terms of this Security Instrument or the Note about that Borrower's consent.

**12. Loan Charges.** If the loan secured by this Security Instrument is subject to any state or federal law, including the Uniform Consumer Credit Code and that law is finally interpreted so that the interest or other charges payable on the loan exceed the permitted limits then, in any event, the charges required by the law shall prevail and the charges to be permitted under this Security Instrument already executed or to be executed shall be reduced to the amount permitted by law. Lender may choose to make this reduction by reducing the principal amount 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 reduction of charge under the Note.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of any applicable law has the effect of reducing or impairing the proceeds of the Note or this Security Instrument under applicable law, Lender at its option may require, as a condition of making payment in full of the sums secured by this Security Instrument, and may, at its option, require, as a condition of making payment in full of the sums secured by this Security Instrument, that the steps permitted in this Security Instrument be performed.

**14. Notices.** Any notice to Borrower provided for in the Security Instrument shall be given by mailing the notice by first class mail unless applicable law requires use of another method. The mailing address shall be the address of the principal or any other address Borrower designates in writing to Lender. Any notice to Lender shall be given by first class mail to the address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in the Security Instrument shall be deemed to have been given to Borrower or Lender when the notice is provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by legal principles of the jurisdiction in which the Property is located. In the event that any provision of any law of the Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note, but shall be given effect without their conflicting provision. This and the provisions of the Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one copy of each of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If 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, Lender, prior to the sale, may, at its option, require the transferee to execute a new Note and Security Instrument. However, this option shall not be exercised by Lender if a course of payment is established as of the date of the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of 30 days from the date the notice is mailed to the transferee with 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, at its option, require payment of the sums secured by this Security Instrument without further notice or demand as if accelerated.

**18. Borrower's Right to Reinstatement.** If Borrower is in default under this Security Instrument, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the expiration of 90 days after the date payment applicable law may specify for reinstatement, before sale of the Property pursuant to any provision of applicable law, by the transferee or by entry of a judgment enforcing this Security Instrument. These conditions are that Borrower (a) pays Lender all sums then or would be due under this Security Instrument and if the Note had been accelerated, accelerated sums and interest; (b) fulfills all covenants or agreements or pays all expenses incurred in enforcing this Security Instrument, including but not limited to reasonable attorneys' fees, and (c) takes such action as Lender may reasonably require to assure that the foregoing Security Instrument and Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument remain 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 paragraph 13 or 17.

UNOFFICIAL COPY

OFFICIAL SEAL  
BETH MISMER  
CLERK OF SUPERIOR COURT  
JUDICIAL DISTRICT OF ILLINOIS  
COMMISSION EXPIRES 2/28/93

BOX #165

Notary Public

*[Signature]*

My Commission Expires 2-28-93

\_\_\_\_\_ day of \_\_\_\_\_ 19 88

These under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_ 1988, were read and explained to the parties and they acknowledged the same and declared that they executed the same for the purposes and objects therein expressed.

ARE

JOHN F. HEINRICH, DIVORCED NOT SINCE REMARRIED  
MILLER, DIVORCED NOT SINCE REMARRIED

THE UNDERSIGNED

Notary Public in and for said county and state

*[Signature]*

Borrower

Borrower

Borrower

*[Signature]*  
JOHN A. MILLER

Borrower

*[Signature]*  
JOHN F. HEINRICH

BY SIGNING BELOW Borrower accepts, agrees to the terms and conditions contained in this Security Instrument and in

- 24 Family Rider
- Adjustable Rate Mortgage
- Conversion Rider
- Fixed First Development Rider
- Adjustable Rate Rider

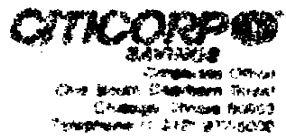
21. Acceleration Remedies. Lender shall have the right to accelerate the loan if the Borrower fails to pay any installment due on the date when due or if the Borrower fails to pay any installment due on the date when due for a period of 30 days after written notice is given to the Borrower by Lender. The notice shall specify the amount due and the date when due and shall provide a copy of this Security Instrument to the Borrower. If the Borrower fails to pay any installment due on the date when due for a period of 30 days after written notice is given to the Borrower by Lender, Lender shall have the right to accelerate the loan and to foreclose on the Property. The notice shall specify the amount due and the date when due and shall provide a copy of this Security Instrument to the Borrower. If the Borrower fails to pay any installment due on the date when due for a period of 30 days after written notice is given to the Borrower by Lender, Lender shall have the right to accelerate the loan and to foreclose on the Property. The notice shall specify the amount due and the date when due and shall provide a copy of this Security Instrument to the Borrower.

22. Borrower of Homestead Exemption. Borrower shall pay all recording costs. Lender shall have the right to accelerate the loan if the Borrower fails to pay any installment due on the date when due or if the Borrower fails to pay any installment due on the date when due for a period of 30 days after written notice is given to the Borrower by Lender. The notice shall specify the amount due and the date when due and shall provide a copy of this Security Instrument to the Borrower. If the Borrower fails to pay any installment due on the date when due for a period of 30 days after written notice is given to the Borrower by Lender, Lender shall have the right to accelerate the loan and to foreclose on the Property. The notice shall specify the amount due and the date when due and shall provide a copy of this Security Instrument to the Borrower.

010024393

1-4 FAMILY RIDER  
(Assignment of Rents)

UNOFFICIAL COPY



THIS 1-4 FAMILY RIDER is made this 17TH day of JULY 19 89 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 4719 N. LAVERGNE, CHICAGO, ILLINOIS 60630

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 Retain."** Delete J. 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 or terminate the existing lease, 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 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

*John F. Hsinrich*  
\_\_\_\_\_  
JOHN F. HSINRICH (Seal) Borrower

*Ruth A. Miller*  
\_\_\_\_\_  
RUTH A. MILLER (Seal) Borrower

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

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

RECORDED

Property of Cook County Clerk's Office