

# UNOFFICIAL COPY

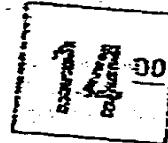
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Mail it!

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

**CITICORP SAVINGS**Corporate Office  
One South Dearborn Street  
Chicago, Illinois 60603  
Telephone (732) 917-5000

LOAN NUMBER: 010023172

**Mortgage**144-118  
12/11/89THIS MORTGAGE ("Security Instrument") is given on **JULY 25**, 19**89**. The mortgagor is:**DEBORAH F. GALLOWAY, 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 owes Lender the principal sum of **TWENTY FIVE THOUSAND TWO HUNDRED AND NO/100** Dollars (U.S.) **25,200.00**. 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**.

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 395 IN E. A. CUMMINGS AND COMPANY'S 63RD STREET, SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SOUTH EAST 18, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1989 JUL 27 FN 2-52 89344246

**20-18-401-038-0000**which has the address of **5936 SOUTH WOLCOTT, CHICAGO****60636**

(Street)

Illinois

("Property Address")

(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurteances, 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 shall become additional debt of Borrower secured by such security interest.

7. Protection of Lenders' Rights in the Property Mortgagage 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 Lenders' rights in the Property (such as a bankruptcy filing), protectee, for condominiums 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 in such a manner, or through other means, as Lender deems necessary to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

e. Preservation and Alternative Means of Property Leases. 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.

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 upon

SecuritY Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the property or to pay sums secured by this instrument, whether or not then due. The 30-day period will begin when the notice is given.

or repair is not economically feasible or Lemders security would be lessened, the insurance provider shall be apprised to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Bontower LLC. Lemders agrees the Proper-ty, or does not answer within 30 days a notice from Lemders that the insurance carrier has offered to settle a claim, then Lemders

Lender may make proof of loss if not made promptly by Borrower.

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 give prompt notice to the insurance carrier and Lender of paid premiums and renewals. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender of paid premiums and renewals. If Lender requires, Borrower shall promptly give notice to Lender all receipts

against less by fire, hazards increased in the term "extended coverage", and any other hazards for which underwriter requires insurance.

a letter which may attain priority over this Security Instrument. Lender may give Borrower a notice identifying the letter. Borrower shall satisfy the letter or take one or more of the actions set forth above within 10 days of the giving of notice.

In writing to the paymaster of the obligation secured by (1) in (a manner acceptable to) Lender (b) contests in good faith the

4. **Chargés Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach prior to this Security Agreement, and leasehold payments or ground rents, if any. Borrower shall pay these charges and expenses as they become due.

**3. Application of Penalty:** 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 principal due.

held by Lender if Lender acquires the Property or acquires the Property by Lender, 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 the Security Instrument.

Agreement, either Party, may prepay or credit to Borrower on monthly payments of Funds held by Lender to pay the escrow items when due. Borrower shall pay to Lender any amount necessary to make up the deficiency in the case of more payments as required by Lender.

The Funds are pledged as additional security for the sums secured by this Security Instrument.

Interest shall be paid on the funds and supplies; no permits issued to make such a charge reasonable, and further interest shall be paid on the funds unless an agreement is made or otherwise agreed to be paid. Lender shall have the right to require payment of all amounts due under this note at any time.

The Funds shall be held in an institution the deposits or accounts of which are insured by a Federal or State agency (including Lender) if Lender is such an institution.

ground rents on the property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any.

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 ("Friends") equal to one-twelfth of (a) yearly taxes and assessments which may accrue prior to the Security Instruments; (b) yearly leasehold payments or

1. Payment of Principal and Interest; Prepayment and Late Charges. 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.

18. Borrower's Right to Remodel If Borrower meets certain conditions, Borrower shall have the right to have certain parts of this Security Instrument remedied at any time prior to the earlier of: (a) 5 days for such period as applicable or (b) entry of a judgment enjoining this Security instrument to any power of sale contained in this Security instrument; before either of the foregoing events occur. These conditions are that Borrower (a) pays Lentander all sums which have accrued or become due under this Security instrument and the Note held by the lender of any other instrument or (b) entry of a judgment enjoining this Security instrument to any power of sale contained in this Security instrument; before either of the foregoing events occur. These conditions are that Borrower (a) pays Lentander all sums which have accrued or become due under this Security instrument and the Note held by the lender of any other instrument.

If Leader exercises this option, Leader 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 accrued by this Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Leader may invoke any remedies permitted by this Security instrument without further notice or demand on Borrower.

12. Transfer of the Property or a beneficial interest in Borrower to all or any part of the Project or any interest in it is sold or transferred for a benefit of interested parties 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 received by this Security Lender from Borrower which has been deposited by Borrower in this account.

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

15. Governing Law: Securability. 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 of this Security Instrument is held to be unenforceable under applicable law, such conflict shall not affect the validity or enforceability of the remaining provisions of this Security Instrument or the rights and obligations of the parties contained in the Note and the Note itself.

13. **Registration Affection Rights**: If a participant or any other person of application has the effect of rendering any participant in full or in part incapable of performing his/her functions as a result of the exercise of these powers, the Note of the Security Instrument shall be suspended by the Security Committee according to the terms laid down in its option, may render immediate payment in full of all sums accrued by this Security Instrument and may invoke any remedies permitted by paragraph 19. If it decides

12. **Loan Charges** If the loan incurred by the borrower for the purpose of purchasing furniture is subject to a law which sets maximum loan charges, and that law is fairly interpreted so that the loan charges collected do not exceed the amount necessary to cover the charges, then the borrower may choose to make his purchases principal, the reduction will be treated as a partial preparation without any preparation charge under the Note.

11. Successors and Assets: Bound; joint and several liability Co-owners. The co-owners and beneficiaries of this Security Instrument shall stand as joint and several successors and assigns of the Seller and Buyer or their heirs, executors, administrators, and personal representatives, and shall be liable to the Seller and Buyer for all obligations of the Seller and Buyer under this Security Instrument.

10. Borrower's Note Released; Forfeiture; Non-Recourse. Notwithstanding any provision of this Note or agreement of Borrower with Seller to the contrary, Seller may at any time prior to final payment of the Note, without notice to Borrower, release all or any portion of the Note by giving written notice to Borrower.

is authorized to collect and apply the proceeds of its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Leaders of other parties argue that this security instrument shall be reduced by the amount of the proceeds of the robbery. The sum secured by this security instrument shall be reduced by the amount of the proceeds of the robbery.

9. **Condemnation.** If the proceeds of any part of the property, or for convenience in lieu of condemnation, are hereby assented and shall be paid to the trustee.

**B. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

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

19. **Acceleration; Remedies.** 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-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 demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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 attorneys' 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 recordation costs.

22. **Waiver of Homestead.** Borrower waives all right of homestead 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 this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable boxes)

- Adjustable Rate Rider  
 Graduated Payment Rider  
 Other(s) (specify)

- Condominium Rider  
 Planned Unit Development Rider

- 2-4 Family Rider  
 Adjustable Rate Mortgage Conversion Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

*Deborah F. Galloway*  
**DEBORAH F. GALLOWAY**

—Borrower

—Borrower

—Borrower

State of Illinois, *Cook* County, *IL*

**THE UNDERSIGNED**

, a Notary Public in and for said county and state,

do hereby certify that

**DEBORAH F. GALLOWAY, DIVORCED NOT SINCE REMARRIED**

personally known to me to be the same Person(s) whose name(s) *IS* *Deborah F. Galloway* subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *she* signed and delivered the said instrument as *her* free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25<sup>th</sup> day of July, 1989.  
 My Commission Expires 3/18/90

*Merv J. McElligott*  
 Notary Public



(Space Below This Line Reserved For Lender and Recorder)

BOX #165