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THIS INSTRUMENT WAS PREPARED BY: **KIMBERLY HOSKINS**
One North Dearborn Street
Chicago, Illinois 60602

CITICORP SAVINGS

MORTGAGE

Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone (1-312-077-5000)

LOAN NUMBER: 010024080

THIS MORTGAGE ("Security Instrument") is given on **July 28**
1989. The mortgagor is **(JOHN CEBOLLERO and SOPHIA CEBOLLERO, his wife**

14⁰⁰

("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 **ONE HUNDRED SIXTEEN THOUSAND TWO HUNDRED AND 00/100** Dollars (U.S. \$116,200.00). 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, 2004**

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 7 IN STEINKE AND BLAU'S SUBDIVISION OF LOTS 22 TO 36 IN HOPP'S SUBDIVISION OF PARTS OF BLOCKS 5, TO 8 IN SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID#: 13-24-126-023

CHICAGO, ILLINOIS

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which has the address of **3636 N WHIPPLE ST.** **CHICAGO**
Illinois **60618**
(Zip Code) (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 2 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 of 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 that may significantly affect Lender's rights in the Property, such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations, then Lender may, and for whatever reason necessary to protect the value of the Property and Lender's rights in the Property, Lender's attorneys may take any action which Lender may take under this paragraph 7, Lender may take any action on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

8. Preservation and Maintenance of Property; Landlordship. 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.

9. Application of Proceeds. Proceeds from the sale of the Property shall be applied to the payment of the debt evidenced by the Note and any prepayment and late charges due under the Note.

10. 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 ("Funds") equal to one-half of (a) yearly taxes and assessments which may attach in priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property; if any; (c) yearly tenant insurance premiums; and (d) yearly mortgage insurance premiums, if any. These funds are called "escrow funds." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow funds.

11. 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, amortizing the amount or verifying the escrow items, unless Lender pays 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 and the purpose for which each debt to the Funds was made, according to the Funds showing credits and debits to the Funds and the purpose for which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

12. 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 or applied to pay the amount of the 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.

13. If you pay in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If the Property is sold or acquired by Lender, Lender shall apply, no later than immediately after the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against application as a credit against the sums secured by this Security Instrument.

14. Application of Proceeds. 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.

15. Charges; Taxes. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach in priority over this Security Instrument, and bonded payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in full at that time, Borrower shall pay them on time on this paragraph, which may attach in priority over this Security Instrument. Borrower shall promptly furnish to Lender receipts evidencing the payments. If Borrower makes these payments (including the interest on the loan), the obligation secured by the loan in a manner acceptable to Lender; (b) contests in good faith the lien, or defends against enforcement of the lien in a legal proceeding which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the loan; or (c) secures from the holder of the lien an agreement satisfactory to Lender substantiating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach in priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

16. Hazard Insurance. Borrower shall keep the improvement or improvements for which Lender requires an agreement in force by fire, hazards (including within the term "hazards" includes within the term "hazards" and any other hazards for which Lender requires an agreement. This insurance shall be maintained in the amount and the terms and conditions that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower and shall not be unreasonably withheld.

17. All borrowings and payments 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, Lender or shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

18. These 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, the insurance proceeds shall be applied to the sum of the amount of the loss, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has agreed to settle a claim, then Lender may follow the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by the Security Instrument, whether or not then due. The 30-day period will begin when the Note is given.

19. These Lender and Borrower otherwise agree in writing, any application of proceeds to principal or interest or payment of the debt of the Property shall have priority over this Security Instrument. If under paragraph 1 and 2 or change the amount of the payments referred to in paragraph 1 and 2 or change the amount of payments referred to in paragraph 1 and 2, Lender shall give notice to Borrower immediately prior to the application of the proceeds resulting from change to the Property. If the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from change to the Property shall be applied to the amount of the debt of the Property secured by this Security Instrument. If under paragraph 1 and 2 or change the amount of the payments referred to in paragraph 1 and 2, Lender shall give notice to Borrower immediately prior to the application of the proceeds resulting from change to the Property.

20. 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 ("Funds") equal to one-half of (a) yearly taxes and assessments which may attach in priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property; if any; (c) yearly tenant insurance premiums; and (d) yearly mortgage insurance premiums, if any. These funds are called "escrow funds." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow funds.

21. 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, amortizing the amount or verifying the escrow items, unless Lender pays 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 and the purpose for which each debt to the Funds was made, according to the Funds showing credits and debits to the Funds and the purpose for which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

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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 applicable 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 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.

These Lender and Borrower otherwise agree in writing any application of proceeds to principal shall not extend or postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Performance 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 other modification 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 provide the exercise of any right or remedy.

11. Successors and Release; Joint and Several Liability; Co-Signing. 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 obligations and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute this Note (a) is co-signing this Security Instrument only to mortgage, grant and convey 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 Charge. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and the 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 or, if a refund reduces principal, the reduction will be treated as a partial prepayment of principal. If payment or expiration of applicable law has the effect of rendering any provision of the Note or this Security Instrument in violation of applicable law, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument. If Lender exercises this option, Lender shall give the steps specified in the second paragraph of paragraph 17.

13. English Law Applies; Lender's Rights. If payment or expiration of applicable law has the effect of rendering any provision of the Note or this Security Instrument 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 17. If Lender exercises this option, Lender shall give the steps specified in the 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 provided in this paragraph.

15. Governing Law; Sovereignty. 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 or the Note which might 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 confirmed copy of the Note and of this Security Instrument.

17. Transfer of the Property as a Beneficial Interest to Borrower. If all or any part of the Property or any interest in it is sold or transferred for a beneficial interest in Borrower or 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 exercised 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 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 invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

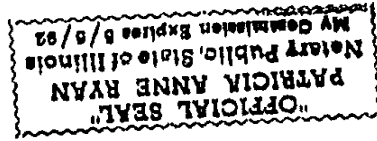
18. Borrower's Right to Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days for such other period as applicable law may specify for reinstatement before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) 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 not 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 unimpaired. 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 to the case of acceleration under the paragraphs 13 or 17, concerning same as noted on page 3 of this Security Instrument.

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BOX #165

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(Sign) (Name) (Title) (Address) (City) (State) (Zip)

Notary Public
Patricia Anne Ryan

My Commission Expires: 8-8-92

Given under my hand and official seal, this _____ day of _____, 19____, I, the undersigned, Notary Public, have signed and delivered the said instrument as _____ (you and voluntary act for the uses and purposes therein set forth) 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 _____

THE UNDERSIGNED JOHN CEBOLLERO and SOPHIA CEBOLLERO, his wife, do hereby certify that _____ a Notary Public in and for said county and state, do

STATE OF ILLINOIS, _____ County, _____

John

_____ Borrower

JOHN CEBOLLERO _____ SOPHIA CEBOLLERO _____

Sophia Cebollero

BY SIGNING BELOW, Borrower agrees and agrees to the terms and covenants contained in this Security Instrument and in any

- Adjustable Rate Plan
- Checkbook Payment Plan
- Other(s) (Specify)
- Government Plan
- Planned Unit Development Rider
- 2nd Family Rider

18. 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 entire amount of the 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-assertion of a default or any other defense of Borrower to acceleration and the right to assert in the foreclosure proceeding the non-assertion of a default or any other defense of Borrower to acceleration and the right to assert in the foreclosure proceeding the non-assertion of a default or any other defense of Borrower to acceleration. Lender at its option may require immediate payment in full of all sums accrued or future due then specified in the notice. Lender at its option may require immediate payment in full of all sums accrued or future due then specified in the notice. Any sums collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of costs, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums accrued by the Security Instrument.

19. Lender in Foreclosure. Upon acceleration under paragraph 18 or abandonment of the Property and a 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 part 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 costs, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums accrued by the Security Instrument. Lender shall release this Security Instrument without charge to Borrower. Lender shall pay any foreclosure costs.

20. Waiver of Foreclosure. Borrower waives all right of foreclosure in the Property.

21. Lender to this Security Instrument. It now or hereafter are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such note shall be incorporated into and shall amend and supplement the covenants and agreements of the Security Instrument as if the notes were a part of the Security Instrument. (Check up.)

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CLERK OF COOK COUNTY
FILED BY [illegible]
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Property of Cook County Clerk's Office