

COOK COUNTY, ILLINOIS
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(Space Above This Line For Recording Data)

\$ 16.00

MORTGAGE

010040555

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 6, 19 90.
The mortgagor is MARINE S. LANS, UNMARRIED, HAVING NEVER BEEN MARRIED
("Borrower"). This Security Instrument is given to CITIBANK, FEDERAL SAVINGS BANK
under the laws of UNITED STATES OF AMERICA, and whose address is 1 SOUTH DEARBORN, CHICAGO, ILLINOIS 60603 ("Lender").
Borrower owes Lender the principal sum of TWO HUNDRED THIRTY SIX THOUSAND EIGHT HUNDRED
AND NO/100 Dollars (U.S. \$ 236,800.00). 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 OCTOBER 1, 2005. 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:

UNIT #2232 IN LAKEWOOD COMMONS SOUTH CONDOMINIUM TOWNHOMES AS
DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL
SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

MORTGAGOR FURTHERMORE EXPRESSLY GRANTS TO THE MORTGAGEE ITS SUCCESSORS
AND ASSIGNS AS RIGHTS AND EASEMENTS APPURtenant TO THE ABOVE DESCRIBED
REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY
SET FORTH IN THE AFOREMENTIONED DECLARATION AND ALL OTHER RIGHTS AND
EASEMENTS OF RECORD FOR THE BENEFIT OF SAID PROPERTY. THIS MORTGAGE IS
SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS,
AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE
PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH
HEREIN.

14-32-111-028-1017

which has the address of 2232 NORTH LAKEWOOD CHICAGO
(Street) (City)
Illinois 60614 ("Property Address")
(Zip Code)

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 seised 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.

ILLINOIS — Single Family — FNMA/FHLMC UNIFORM INSTRUMENT

SO442380

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RECORD AND RETURN TO:

CHICAGO, IL 60603
CLARK N. JENNISON
PREPARED BY:

50442380

State of Illinois, Cook County ss:

grouver —
(EES) —

- Borrower
— Seal

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

<input checked="" type="checkbox"/> Condominium Rider--NOT APPLICABLE	14 Family Rider
<input type="checkbox"/> Granduated Payment Rider	Fixed Rate Rider
<input type="checkbox"/> Plainfield Unit Development Rider	Assumption Rider
<input type="checkbox"/> Other(s) [Specify]	Adjustable Rate Assumption Rider

19. Acceptation: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any provision of this Security Instrument (but not prior to acceleration under Paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the date (b) the section required to cure the deficiency or before the notice is given to Borrower, by which the deficiency must be cured; and (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the deficiency may result in acceleration of the note. The notice shall further inform Borrower of the right to remanifest after acceleration and the right to ask for a foreclosure proceeding. The notice shall further inform Borrower of the right to proceed in full or all sums secured by this Security Instrument without further demand and may foreclose by judicial sale or foreclosure proceedings if the defaulter is not cured or before the date specified in the notice. Lender shall be entitled to accelerate and foreclose if the defaulter is not cured or before the date specified in the notice. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, but not limited to, 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 completion of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver), to the expatriation of any period of redemption following judicial sale, Lender shall be entitled to collect all expenses incurred in the management of the Property and collection of rents, including, but not limited to, reasonable attorney fees and costs of title evidence.

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 recodatation costs.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Remedies to the Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverages and agreements of each such rider shall be incorporated into and shall amend and supplement the provisions of this Security Instrument. If a part of this Security Instrument is ineffective, [Check applicable box(es)]

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

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UNIFORM COVENANTS. Borrower and Lender covenants and agree as follows:

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 monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain 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.

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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for the purposes of the preceding sentence. 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 sums 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 the 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 charge 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.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, 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: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain 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.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. 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 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 promptly give the 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.

Unless 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 does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle 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.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 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 prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. 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.

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 do and pay for whatever is 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 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.

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18. Borrower's Right to Retain Instrument without further notice or demand on Borrower by this Security Instrument if Borrower meets certain conditions, Borrower shall have the right to have enforceable law of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable) after sale of the Property pursuant to any power of sale contained in this Security instrument; or (b) entry of a judgment enjoining this Security instrument. Those conditions are that Borrower: (a) pays Lender all sums which have been paid by Lender under this Security instrument and no acceleration has 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 attorney fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security instrument, together with all other rights and remedies available to Lender, is valid, subsisting and enforceable.

By this Security Instrument without further notice or demand on Borrower,

2380 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 within 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 pursuant to this instrument.

15. Governing Law: **Semiblility.** 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 or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable without loss of the Note.

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

17. Transfer of the Note: Borrower or a Beneficial Lender [or all of the Persons or any party of the Note] may transfer the Note or any part of the Note or any instrument.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Proprietary Address of the Lender or to the address of the Borrower as set forth in the Note or in any other notice to the Borrower.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which it is recorded.

13. **Legislation Affecting Lenders.** If enactment or application of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable 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 19. If Lender exercises this option, Lender shall take the steps specified in the second Paragraph of paragraph 17.

10 Borrower, Lender may choose to make this refund by reducing the Principal owed under the Note or by making a direct payment to the Payee named in the Note.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. 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.

12. Loan Charges. If in the loan secured by this Security instrument is subjected to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceeds the permitted limits, then: (a) any sums charged by the borrower which exceed permitted limits will be refunded to the lender, and (b) any sums already paid from the security which exceed the charge limits will be reduced by the amount necessary to reduce the charge to the permitted limit.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed the due date of the monthly payments referred to in Paragraphs 1 and 2 of clause (c) of such payments.

10. Borrower Not Released by Lenders. Extension of the time for payment of any amount of such payments 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 consent to exercise any right or remedy by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

In the event of a total taking of the Property, the 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 multipled 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.

power 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 convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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LEGAL DESCRIPTION RIDER

UNIT #2232 IN LAKWOOD COMMONS SOUTH CONDOMINIUM TOWNHOMES AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

A PARCEL OF LAND COMPRISED OF ALL OR A PART OF EACH OF LOTS 27 TO 49, INCLUSIVE, IN BLOCK 6 IN GEORGE WARD'S SUBDIVISION OF BLOCK 12, IN SHEFFIELD'S ADDITION TO CHICAGO IN THE NORTH WEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A PART OF THE PUBLIC ALLEY, 16 FEET WIDE, LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOT 31 AFORESAID, WHICH PARCEL OF LAND LIES EAST OF A STRAIGHT LINE EXTENDING SOUTH FROM A POINT ON THE NORTH LINE OF SAID BLOCK 6, WHICH POINT IS 82.26 FEET WEST OF THE NORTH EAST CORNER OF SAID BLOCK 6 TO A POINT ON THE SOUTH LINE OF SAID BLOCK 6, WHICH POINT IS 83.90 FEET WEST OF THE SOUTH EAST CORNER THEREOF, EXCEPTING THEREFROM THAT PART OF SAID PUBLIC ALLEY, 16 FEET WIDE, WHICH LIES EAST OF A STRAIGHT LINE EXTENDING SOUTH FROM A POINT ON THE SOUTH LINE OF SAID LOT 31, WHICH IS 53.70 FEET EAST OF THE SOUTH WEST CORNER THEREOF, TO A POINT ON THE SOUTH LINE OF SAID ALLEY, 53.60 FEET EAST OF THE SOUTHWARD EXTENSION OF THE WEST LINE OF SAID LOT 31, AND EXCEPTING ALSO THE NORTH 193.50 FEET (MEASURED PERPENDICULARLY) OF SAID PARCEL OF LAND IN COOK COUNTY, ILLINOIS WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT 'D' TO THE DECLARATION OF CONDOMINIUM RECORDED FEBRUARY 10, 1987 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 87081988.

THIS RIDER IS ATTACHED TO AND MADE A PART OF THIS MORTGAGE DATED SEPTEMBER 6, 1990 A.D..

50442380