010041129

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 7 The mortgagor is "HOMAS J. CAMERON, BACHELOR"	19 <u>90</u> .
The mortgagor is CHOMAS J. CAMERON, BACHELOR	
The mortgagor is 115MAS 5. CAMBRON, BICHTERAK, FEDERAL SAVINGS BANK "Borrower"). This Security Instrument is given to CITIBANK, FEDERAL SAVINGS BANK	
	and existing
under the laws of UNITED STATES OF AMERICA and whose address is	
1 SOUTH DEARBOAN, CHICAGO, ILLINOIS 60603	("Lender").
Borrower owes Lender the principal sum of FORTY FOUR THOUSAND AND NO/100 Dollars (U.S. \$ 44,000.00). This debt is evidenced by Bo	rrower's note
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the ful paid earlier, due and payable on OCTOBER 1, 2020. This Security Instrument secures to Le	ll debt, if not ender: (a) the
repayment of the debt evidenced by the Nrte, with interest, and all renewals, extensions and modifications; (b) of all other sums, with interest, advanced inder paragraph 7 to protect the security of this Security Instrumen	it; and (c) the
performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpodoes hereby mortgage, grant and convey to Lorder the following described property located in COOK	ose, Borrower
County, Illinois:	

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UNIT 1602 IN WATERBURY OF CRESTWOOD CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIPED PROPERTY: LOTS 1 TO 29 IN WATERBURY OF CRESTWOOD AND LOTS 1 TO 18 IN WATERBURY OF CRESTWOOD FIRST ADDITION, BOTH BEING A SUBDIVISION OF PART OF SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25298697, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.
MORTGAGOR FURTHERMORE EXPRESSLY GRANTS TO THE LORTGAGEE 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 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.

28-04-301-019-1092 VOL. 25

5330 WATERBURY DRIVE-UNIT 1602 which has the address of _

60445 ("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 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 7 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

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coveragins and agreen. A. of this Security instrument as if the rider(s) were a part of this Security Instrument. [Check applicable 22. Where to the Becenty Instrument. If one of more riders are executed by Borrower and recorded together with this Security Instrument, the core of missing and recorded together with this Security Instrument, the core of missing and supplement the security instrument, the core of this security is and agreements of each such rider shall be incorporated into and shall amend and supplement the 22 Melver of Postesses Bottower shall pay any recordation costs.

Lipon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

stitorizers' fees, and then to the sums secured by this Security Instrument.

shall be entitled to enter upon, take possession of and manage the Property and to collect the tents of the Property including the entitled for the costs of management of the costs of management of the Property including but not limited to, receiver's fees, premiums on receiver's bonds and reasonable the Property and collection of remis, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable to the expiration of any period of redemption following judicial sale Lender (in person, by agent or by judicially appointed receiver),

to paymoust in 10th of all sums secured by this Security Instrument without further demand and may forcedose and by justicial proceeding. Lender shall be cultified to collect all expenses incurred in pursuing the remedies graph 19, including, but not limited to, reasonable attorneys' tees and costs of title evidence. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior ad forectosure. If the default is not cured on or before the date specified in the notice, Lender at its option an of hight od) bas motisted set in the foreclosure proceeding the non-existence of a default or any other defense of Borwe by Judicial proceeding and and of the Proporty. The notice shall further inform Borrower of the right to reinstate Devices otherwise). The residence has specify; (a) the default mass be cure; the default; (b) the action required to cure; the default; (c) a date, not less the modes is given to Borrower, by which the default must be cured; and (d) that failure to cure the action the date specified in the many result in acceleration of the sums secured by this Security Instrument, all on or before the date specified in the many result in acceleration of the sums secured by this Security Instrument, cut (but not prior to acceleration under paragraphs 13 and 17 unless applicable annium Thunsel mair at 1 edics. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any

If Lender required mortgage insurance as a condition or making the loop 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 multiplied 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 date 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.

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 such payments.

- 10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the prima 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 otherwise modify amortization 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 of Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 11. Successors and Assigns Brand; 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. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay 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 Charges. If the loan secured by this Security Instrument is subject 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 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. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 13. Legislation Affecting Lender's Rights. If enactment or expiration 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 in oke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take 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 (na'l) 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 given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal lew 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.
 - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or 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) 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 exercise 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 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 by this Security Instrument without further notice or demand on Borrower.
- 18. Borrower's Right to Reinstate. 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 (or 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 no 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 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 paragraphs 13 or 17.

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

does not have to do so. torneys fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable atfor whatever is necessary to protect the value of the Property and Lender's rights in the Property, Lender's actions may include (such as a proceeding in bankrupicy, probate for condemnation or to enforce laws or regulations), then Lender may do and pay T. Protection of Lander's Edghts 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

Lender agrees to the merger in writing.

with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply ervetion and Maintenance of Property; Lesseholds. Borrower shall not destroy, damage or substantially change the

to the acquisition. perty prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Prothe due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If under paragraph

Unices Leader and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone Security instrument, whether or not then due. The 30-day period will begin when the notice is given. may collect the insurance proceeds. Lender may use the proceeds to restore the Property or to pay sums secured by this ty, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to so tie a claim, then Lender secured by this Security instrument, whether or not then due, with any excess paid to Borrower. If Dearwer abandons the Proper-

or repair is not economically resuble or Lender's security would be lessened, the insurance proceeds that be applied to the sums Property damaged, if the restoration or repair is contomically (essible and Lender's security 1 of lessened. If the restoration Unless Londer and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the

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

premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender have the right to hold the posteres and renewals. If Lender requires, Borrower shan an on paly give the Lender all receipts of paid

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall insurance shall be chosen by Borrower subject to Lender's approval which that, not be unreasonably withheld. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the

loss by fire, nazards included within the term "extended coverage" and a ty other hazards for which Lender requires insurance. 3. Hazard Insurance. Bottower shall keep the improvements now e. ist not or hereafter erected on the Property insured against

shall satisfy the lien or take one or more of the actions set forth ar or within 10 days of the giving of notice. a lien which may stiant priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower to Lender subordinating the lien to this Security instrument. If I ender determines that any part of the Property is subject to forcement of the lien or forfeiture of any part of the Propert, o. (2) secures from the holder of the lien an agreement satisfactory then by or defends against enforcement of the tlen in, legal no seedings which in the Lender's opinion operate to prevent the enwithing to the payment of the obligation secured by the in a manner acceptable to Lender; (b) contests in good faith the

Borrower anall promptly discharge any lien wint at 24 priority over this Security Instrument unless Borrower: (a) agrees in makes these payments directly, Borrower shall premish to Lender receipts evidencing the payments. owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. It Borrower tions in the manner provided in paragraph 2 or of not paid in that manner. Borrower shall pay them on time directly to the person

may attain priority over this Security Instrument, and lessehold payments or ground rents, if any. Borrower shall pay these obliga-Charges: Liens. Borrower shall pt. A raises, assessments, charges, fines and impositions attributable to the Property which

to smounts payable under paragraph 2, it with, to interest due; and last, to principal due. I and 2 shall be applied: first, to is a charges due under the Note; second, to prepayment charges due under the Note; third, Apparenton of Fryments. Utiess applicable law provides otherwise, all payments received by Lender under paragraphs

Upon payment (1.0.1) all sums secured by this Security Instrument, Lender shall promptly return to notice payment to the sale of the Property is sold or acquired by Lender, Lender shall apply, no later than immediately or the sale of the Property is sold or acquired by Lender at the time of application as a credit to the sale of the Property Instrument.

The sale of the Property is sold or acquired by Lender at the time of application as a credit to the sale of the Property Instrument.

Don peyment in the forms secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds

held by Lender is no sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make option, either, p. v. incly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds dates of the escrew items, shall exceed the amount required to pay the excrew items when due, the excess shall be, at Borrower's

It the smount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due security for the sums secured by this Security Instrument.

credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional interest or estraings on the Funds: Lender shall give to Borrower, without charge, an annual accounting of the Funds showing Unions an agreement is made or applicable law requires injerest to be paid. Lender shall not be required to pay Borrower any for the purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Borrows; entering into this Security instrument to pay the cost of an independent tax reporting service shall not be a charge interest on the funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower escucy (including Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state

items are extent data and reasonable estimate the Funds due on the basis of current data and reasonable estimates of future rents on the Property, if any, (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These e dey monthly payments are the under the Note; is paid in full, a sum ("Funds") equal to one-twelfth of:

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 propayment and late charges due under the Note.

2. Pands for later and interests Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender.

UNIFORM COVENANTS. Bottower and Lender covenant and agree as follows:

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CONDOMINIUM RIDER 010041129

THIS CONDOMINIUM RIDER is made this 7TH day of SEPTEMBER 1990, 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 CITIBANK, FEDERAL SAVINGS BANK (the
"Lender") of the same date and covering the Property described in the Security Instrument and located at: 5330 WATERBURY DRIVE-UNIT 1602, CRESTWOOD, ILLINOIS EXPANSIX 60445
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

WATERBURY OF CRESTWOOD CONDOMINIUM

INAME OF CONDOMINIUM PROJECT)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Own Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

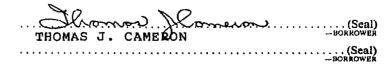
CONDOMINUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Leider further covenant and agree as follows:

- A. Condominium Abligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium P oject; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, then due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy co the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended (overage;" then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazerd insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower,

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connnection with any condemnation or other taking of all or any provided the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnat on, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender:
- (iii) termination of professional management and assumption of self-management of the Ovrers Association; or (iv) any action which would have the effect of rendering the public liability insurance covered maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.



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