## **UNOFFICIAL COPY**

First American Title Order # (036.265 K)

90489416

2		
[Space Above	This Line For Recording	Data]
M	ORTGAGE	010042838
THIS MORTGAGE ("Security Instrument") is go The mortgagor is SILA M. HOUSTON, UNMA ("Borrower"). This Security Instrument is given to	CITIBANK, FEDER	RAL SAVINGS BANK  which is organized and existing
under the laws of UNITED STATES OF AMER 1 SOUTH DEARBORN CHICAGO, ILLING	OIS 60603	("Lender").
Borrower owes Lender the true cinal sum of SIXT	Y EIGHT THOUSAN	ND EIGHT HUNDRED  ). This debt is evidenced by Borrower's note
dated the same date as this Security Instrument ("No paid earlier, due and payable on NOVEMBER 1, repayment of the debt evidenced by the Not, with interest, advanced under parag performance of Borrower's covenants and agreements under the County, Illinois:	te"), which provides for 2005. This Serest, and all renewals, craph 7 to protect the sender this Security Instru	monthly payments, with the full debt, if not Security Instrument secures to Lender: (a) the extensions and modifications; (b) the payment curity of this Security Instrument; and (c) the ment and the Note. For this purpose, Borrower
LOT 3 IN BLOCK 1 IN MILLS AND SUBDIVISION OF THE SOUTHWEST 1. RANGE 13, EAST OF THE THIRD PRILLINOIS.	/4 OF SECTION 3	33, TOWNSHIP 40 NORTH,
*JEFFREY COUSINS, MARRIED TO GII **GILDA MEIGHAN IS EXECUTING TH: WAIVING ANY AND ALL MARITAL AN	IS MORTGAGE SOL	ELY FOR THE PURPOSE OF
		. PaPT-01 RECORDING \$15.2 . If5333 TRAN 7857 10/05/90 15:24:00
904	489416	. \$2107 \$ C: *-90-489416 . COOK COUNTY RECORDER
13-33-302-028		
which has the address of 5408 WEST CORTLAN	ND STREET	, CHICAGO (City)
Illinois 60639 ("Property A		(Cny)
TOGETHER WITH all the improvements now or her rents, royalties, mineral, oil and gas rights and profits, a property. All replacements and additions shall also be on this Security Instrument as the "Property."	water rights and stock a	nd all fixtures now or hereafter a part of the
BORROWER COVENANTS that Borrower is lawfu grant and convey the Property and that the Property is u and will defend generally the title to the Property again	inencumbered, except fo	r encumbrances of record. Borrower warrants
THIS SECURITY INSTRUMENT combines unifor variations by jurisdiction to constitute a uniform securi		

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

Assumption Rider

KX 1-4 Family Rider

	ROSED AND RETURN TOLOGORD AND RECORD AND RECORD AND RETURN TOLOGORD AND RECORD AND RECOR
	PREPARED BY: OHICAGO, IL 60603 CHICAGO, IL 60603
	**OFFICIAL SEAL**  **OFFICIAL SEAL*
	Given under my hand and official seal, this ath day of offices. 19 90.
	said county and state, do hereby certify that  ELLA M. HOUSTON, UNMARRIED, HAVING NEVER BEEN MARRIED AND  Detronally known to me to be the same Person(s) whose name(s)  Defore me this day in person, and acknowledged that  THEY  ARE  subscribed to the foregoing instrument, appeared  before me this day in person, and acknowledged that  THEY  value and delivered the said instrument as  therein set forth.
	State of Illinois, COOK County ss:
(Seal) Borrower	GILDA WIGHAN**
HUKT BAGE	BY SIGNING BELOW, Borrower, accepts and agrees 1.2 the terms and covenants contained in this Security Instruin any rider(s) executed by Borrower and recorded with it. * GILDA MEIGHAN IS EXECUTING THIS SOLELY-FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOUSTON GILDA MEIGHAN
•	SEE RIDERS ATTACHED HERETO AND MADE A PART HEREOF
	fulineral (a) seeking maintaining and alderstift

box(cs)|

Graduated Payment Rider

Adjustable Rate Rider

23. Bidees to this S. condty Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverants for a supplement of the incorporated into and shall amend and supplement the coverants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable

Condominium Rider

Planned Unit Development Rider

22. Walver of Honestead. Borrower waives all right of homestead exemption in the Property.

without charge to dorrower. Borrower shall pay any recordation costs.

23. Release. (1) on payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

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

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

29. 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 so before the cured; and (d) that failure to cure the foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of 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 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

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 c. more payments as required by Lender.

Upon payment in full of substance by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragiap' 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property of its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Serunity Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third,

to 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 reasehold payments or ground rents, if any. Borrower shall pay these obligation tions in the manner provided in paragraph 2, or if not raid 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 urnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees 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 elermines 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 no wunreasonably 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 prompt y 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 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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13 or 17.

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; of (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. Those conditions are that Borrower: (a) pays Lender all sums which covenants of 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, and the obligations secured hereby shall remain fully effective changed. 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 as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs

by this Security Instrument without further notice or demand on Borrower shall have the right to have enforcement 18, Borrower shall have the right to have enforcement

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

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 it exercise is prohibited by federal lay at of the date of this

in which the Property is located. In the event that any provision or clause of this Security Instrument or the Mote which can be given effect applicable law, such conflict shall not affect other provisions of this Security Instrument of the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note and of this security Instrument.

16. Borrower's Copy, Borrower shall be given one conformed copy of the Note and of this security Instrument.

ment shall be deemed to have been given to Borrower or Lender when given as privited in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by rederal law and the law of the jurisdiction

it by first class mail unless applicable law requires use of another method. The indice shall be given by first class mail unless applicable law requires use of another method. The indice shall be given by first class mail to Lender's or any other address by notice to Lender. Any notice provided for in this Security Instru-address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instru-

receives this option, render shall take the steps specified in this Security Inctrument shall be given by delivering it or by mailing

sion 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 ranggraph of paragraph 17.

ider the Pote.

13. Legislation Affecting Lender's Rights, if enactment or expi ation of applicable laws has the effect of rendering any provi-

under the Note.

12. Loan Charges. If the loan secured by his Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interpreted so that the interpreted so that the interpreted so that the interpreted 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 limits will be refunded to Borrower. Lender may choose to make this refund by reculning the principal owed under the Note or by making a direct payment to Borrower. Lender may choose to make this refund by reculning the principal owed under the Note or by making a direct payment to Borrower. It a refund reduces principal, the reduction with a research is perpayment without any prepayment charge to Borrower. It a refund reduces principal, the reduction with a research or as a partial prepayment without any prepayment charge

Instrument shall bind and benefit to e 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; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender are only instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender are of this Security instrument or the Note without that Borrower's consent.

right or remedy.

11. Successors and A wise a Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security

11. Successors and A wise a Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security

amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest. Lender shall not be required to commence proceedings against any successor in interest. Lender shall not be required to commence proceedings against any successor in interest or fetuse to extend time for payment or otherwise modify amortization of the sums secured by any society in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by any society in interest of any tender in exercising any tight or remedy shall not be a waiver of or preclude the exercise of any

Offices beneat 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

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.

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

whether or not then due, with any excess paid to borrower, in the event of a partial taking of the Property, unless borrower and fair market value of the Property immediately before the taking. Any balance shall be reduced by 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

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, whisther or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lander otherwise series in weiting the course series in the amount of the proceeds.

rower 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 nation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall

in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspections of the Property, Lender shall give Bor-

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

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## 1-4 FAMILY RIDER

010042838

(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 4TH day of OCTOBER, 19 90, and is incorporated	l into			
and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security In	ıstru-			
ment") 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: 5408 WEST CORTLAND STREET, CHICAGO, ILLINOIS 60639				
(PROPERTY ADDRESS)				

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all lavs, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. SUBOP O'NATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- C. RENT LOSS I'S URANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
  - D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in conrection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" stall mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrower with conditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for Additional security only.

If Lender gives notice of breach to Borrower; (i) all rents reveived by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would

prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver riay do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Sacurity Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or as reement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

ELLA M. HOUSTON (Seal)

-BORROWER

-BORROWER

-BORROWER