

UNOFFICIAL COPY

FORM 304 1283

FORM 304 1283

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, minerals, 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.

which has the address of
 7938 SOUTH JUSTINE, CHICAGO
 Illinois 60620
 ("Property Address")

20-32-100-029

11332000G

LOT 31 IN ASHLAND HIGHLANDS BEING LAURMAN'S SUBDIVISION OF LOT 4 IN COOK COUNTY, ILLINOIS. IN THE CIRCUIT COURT PARTITION OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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 assign, grant and convey to Lender the following described property located in Cook County, Illinois:

"Borrower" is the person or entity named in the Chicago 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"). Lender or its agent, Lender the principal sum of \$45,000.00 (Forty Five Thousand Dollars) by Borrower's note dated the 27th day of January 1990 as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on FEBRUARY 1, 2020.

THIS MORTGAGE ("Security Instrument") is given on
 19 90 . The mortgage is in
 BETTIE L. HUGHES, DIVORCED NOT SINCE REMARRIED
 JANUARY 9

LOAN NUMBER: 010030811

Chicago Office
 One South Dearborn Street
 Chicago, Illinois 60603
 Telephone (312) 527-5000



THIS INSTRUMENT WAS PREPARED BY
 TONY RODRIGUEZ
 ONE SOUTH DEARBORN STREET
 CHICAGO, ILLINOIS 60603

9 0 0 2 8 3 1 1 90028311

Mortgage

484474CT 30x3

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2. UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest, Prepayment and Late Charges. Borrower shall promptly pay when due the principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender, if the day monthly payments are due under the Note, until the Note is paid in full, a sum, "Funds" equal to one-twelfth (1/12) of the taxes and assessments which may attain priority over this Security Instrument, by yearly leasehold payments or equal payments in the Property, at any cost of hazard insurance premiums and of yearly mortgage insurance premiums if any therefor, as provided for in the Note. Lender may estimate the Funds due on the basis of current data and reasonable estimates of future tax amounts.

Funds for taxes and insurance shall be held in escrow until the deposits shall, without any assignment or guarantee by a federal or state agency or institution, be deposited in an escrow account with Lender. Lender shall apply the Funds to pay the escrow items. Lender may apply the Funds to pay the taxes and assessments, or apply the Funds to pay the escrow items, unless Lender pays Borrower an amount of Funds to equal the law permits Lender to make such a charge. A charge assessed by Lender in connection with the application of the Funds to pay the cost of an independent tax reporting service shall not be a charge against the property. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless otherwise stated, the applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest 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 obligations secured by this Security Instrument.

The amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due date 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 good the deficiency of the payments as required by Lender.

The amount of any Funds held by Lender secured by this Security Instrument shall promptly be returned to Borrower if the Property is sold or acquired by Lender. Lender shall apply, no later than immediately after the closing of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the obligations secured to this Security Instrument.

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

4. Charges; Liens. Borrower shall pay, in full, assessments, charges, fines and impositions attributable to the Property, including, without limitation, the taxes, the Security Instrument, and leasehold payments or ground rents if any. Borrower shall pay these charges in the manner provided in paragraph 2, but not paid in that manner, Borrower shall pay them in time directly to the appropriate parties. Borrower shall promptly pay to Lender all notices, due notices to be paid under this paragraph, and all other obligations of the Borrower under the Security Instrument, and shall promptly acknowledge the payments.

Lender, in exercising its powers and responsibilities under the Security Instrument under Borrower's agreement to pay the obligations of the Property, shall have the right to require the Borrower to execute and deliver to Lender, in contemplation of good faith, the instruments, certificates, and documents which, in the Lender's opinion, operate to prevent the encumbrance of the Property, to cause the title to the Property to be clear of all encumbrances, and to cause the title to the Property to be clear of all liens and other encumbrances. 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, within the time specified in the notice, take any of the actions set forth in the notice 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 fire and theft (name as included with the term "extended coverage") and any other hazards for which Lender requires insurance. The insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier provided by 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 bid on the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts for premium payments 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 same debt as 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 shall apply 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 5, the proceeds are applied to Lender, Borrower's right to any insurance proceeds and proceeds resulting from damage to the Property shall be extinguished as to the debt secured by this Security Instrument immediately prior to the date of the application of the proceeds to principal.

6. Preservation and Maintenance of Property, Leaseholds. Borrower shall not destroy, damage or substantially change the character of the Property, or determine to commit waste. If the Security Instrument is on a leasehold, Borrower shall not do anything which may be detrimental to the leasehold, and shall be bound by the terms of the leasehold and the title shall not be subject to the leasehold when the property is sold.

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, or condemnation, or a change in laws or regulations, then Lender may take such action as is necessary to protect the value of the Property and the lender's rights in the Property. Lender's actions may include, without limitation, the requirement that a lien which has priority over this Security Instrument, appearing in court paying reasonable costs, be filed against the Property to make repairs. Although Lender may take action under this paragraph 7, Lender shall not be liable for any such action.

Amounts due under this Security Instrument 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 such payment at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

2025 RELEASE

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Property of Cook County Clerk's Office

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 the expiration of the term of the insurance or 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 inspection of the Property, including, but not limited to, 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 or for the taking of any part of the Property by eminent domain or other taking of any part of the Property or for any other cause, including, but not limited to, the taking of any part of the Property, shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the payment of 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, the sums secured by this Security Instrument shall be applied to the payment of 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, the sums secured by this Security Instrument shall be applied to the payment of 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, the sums secured by this Security Instrument shall be applied to the payment of the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender, Borrower fails to respond to Lender's demand for an award or settle a claim for damages, Borrower fails to respond to Lender's demand for an award or settle a claim for damages, Borrower fails to respond to Lender's demand for an award or settle a claim for damages, Borrower fails to respond to Lender's demand for an award or settle a claim for damages, Borrower fails to respond to Lender's demand for an award or settle a claim for damages.

Unless Lender and Borrower otherwise agree in writing, any sums secured by this Security Instrument shall be applied to the payment of the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Lender's exercise of any right or remedy under this Security Instrument or any other instrument secured by this Security Instrument shall not constitute a release of the liability of the original Borrower or Borrowers, or constitute a release of the liability of any successor in interest, or constitute a release of the liability of any successor in interest, or constitute a release of the liability of any successor in interest, or constitute a release of the liability of any successor in interest.

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, and shall be enforceable against the successors and assigns of Borrower. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, and shall be enforceable against the successors and assigns of Borrower.

12. Loan Charges. If the loan secured by this Security Instrument is subject to any charges, including, but not limited to, interest, and that law is finally interpreted so that the interest or other charges are not enforceable, then, in any such case, the interest or other charges shall be reduced to the permitted limits, and if any sums already collected from Borrower exceed the permitted limits, then the excess shall be refunded to Borrower. Lender may choose to make this refund by reducing the principal amount of the loan secured by this Security Instrument.

13. Legislation Affecting Lender's Rights. If enactment of a statute, ordinance, or regulation, or the amendment of any provision of the Note or this Security Instrument renders any provision of this Security Instrument unenforceable, Lender may, at its option, immediately pay in full of all sums secured by this Security Instrument and may, at its option, exercise the right of acceleration provided for in this Security Instrument.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given to Borrower by first class mail, unless applicable law requires use of another method of delivery, or by personal delivery to the Property, Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Lender by first class mail, unless applicable law requires use of another method of delivery, or by personal delivery to the Property, Address or any other address Lender designates by notice to Borrower. Any notice to Lender shall be given to Lender by first class mail, unless applicable law requires use of another method of delivery, or by personal delivery to the Property, Address or any other address Lender designates by notice to Borrower.

15. Governing Law; Severability. This Security Instrument shall be governed by the law of the State of Illinois, or if the Property is located in a State other than Illinois, the law of the State in which the Property is located. In the event that any provision of this Security Instrument is held to be unenforceable under applicable law, such conflict shall not affect other provisions of this Security Instrument, and the unenforceability of any provision shall not affect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are intended 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 the Property or the beneficial interest in the Property is sold or transferred or if a beneficial interest in Borrower is sold or transferred, Lender may, at its option, require in most instances the payment of the sums secured by this Security Instrument. However, this option shall not be exercised by Lender if the transfer is to a bona fide purchaser of the Property or the beneficial interest in the Property.

If Lender exercises this option, Lender shall give Borrower notice of acceleration of the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower fails to pay these sums prior to the expiration of the period within which payment is required by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower may, at its option, reinstate the sums secured by this Security Instrument discontinued at any time prior to the sale of the Property pursuant to any power of sale or other provision of this Security Instrument or by entry of a judgment enforcing this Security Instrument. These conditions are that Borrower pays all sums which then would be due under this Security Instrument and the Note had no acceleration occurred, that Borrower pays all sums which then would be due under this Security Instrument and the Note had no acceleration occurred, that Borrower pays all sums which then would be due under this Security Instrument and the Note had no acceleration occurred, that Borrower pays all sums which then would be due under this Security Instrument and the Note had no acceleration occurred.

90025311

BOX #165

Notary Public
Annalydugan
 My Commission Expires 5/18/93

9TH day of JANUARY 1990

signed and delivered the foregoing instrument, appeared before me this day in person, and acknowledged that _____ personally known to me to be the same Person(s) whose name(s) _____ is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ HER signed and delivered the said instrument as _____

do hereby certify that _____ THE UNDERSIGNED _____ a Notary Public in and for said county and state.

State of Illinois _____

 Borrower

 Borrower

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

SEE RIDERS ATTACHED HERETO AND MADE A PART HEREOF

- Adjustable Rate Rider
- Graduated Payment Rider
- Condominium Rider
- Family Rider
- Planned Unit Development Rider
- Adjustable Rate Mortgage
- Conversion 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 that 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 sum secured by this Security Instrument. Lender shall further inform Borrower of the right to reinstate after foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title curative.

19. Lender in Possession. Upon acceleration under paragraph 18 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

20. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower waives all right of homestead exemption in the Property.

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

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable boxes.)

1-4 FAMILY RIDER
(Assignment of Rents)

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Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone 312 977-5300

THIS 1-4 FAMILY RIDER is made this 9TH day of JANUARY 1991 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 Citicorp Savings of Illinois, A Federal Savings and Loan Association (the "Lender") of the same date and covering the Property described in the Security Instrument and located at 7938 SOUTH JUSTINE, CHICAGO, ILLINOIS 60630

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 laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. Subordinate 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 Insurance. 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 Reinstale" 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 connection 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" shall mean "sublease" if the Security Instrument is on a leasehold.

F. Assignment of Rents. Borrower unconditionally 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 received 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 may 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 Security Instrument is paid in full.

G. Cross-Default Provision. Borrower's default or breach under any note or agreement 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.

Bettie L. Hughes (Seal) Borrower
BETTIE L. HUGHES

____ (Seal) Borrower

____ (Seal) Borrower

____ (Seal) Borrower

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Property of Cook County Clerk's Office

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